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The Solicitors' Journal.

LONDON, JUNE 3, 1865.

WE DESIRE to call the attention of our readers particularly to the case of *Re Partridge*, before Mr. Commissioner Goulburn, which will be found in another column.

OUR READERS will see in another column* that the Lords Justices of Appeal in Chancery have adopted the view put forward by this Journal,† with reference to Best's case, in which the Master of the Rolls had practically decided that any person applying for shares in a new company is bound to pay the company's debts if it fails before allotment, while the directors are free, if it succeeds, to return his deposit and politely decline to share with him any of the fruits of such success (vide the conduct of the directors of the Imperial Finance Company, which has been before adverted to in our columns), and have accordingly reversed his Honour's decision in that case.‡

OUR READERS WILL SEE that Mr. Tyrwhitt, after satisfying his feelings of what was due to the dignity of a court "which is considered as superior to a police court," by taking time to consider his judgment, has eventually issued the warrant applied for. The Middlesex magistrates, more especially if it be true that they reversed Mr. Tyrwhitt's former decision in the Alhambra case without trying the real question at issue, can have had little expectation that the persons aggrieved by their decision would rest quietly and make no attempt to carry the question to a higher tribunal.

It was alleged, at the time of the last application to Mr. Tyrwhitt, that the magistrates only took into consideration that they had been in the habit of granting licenses under the 25 Geo. 2, and whether the ballet-dancing exceeded that kind of dancing intended by them to be covered by such license. They held that it did not, but they did not thereby decide the previous question, which was, whether the 25 Geo. 2 gave power to magistrates to grant dancing licenses of this nature. When the magistrates granted the license to Mr. E. T. Smith, they said the Alhambra must not be made a casino; they would only grant the license for stage dancing. It was contended, on the part of the applicant, that this was beyond the authority of the magistrates, and that the question, whether it was so or not, was the real question to be determined. This, however, is not quite the case, because, if the granting of such a license was beyond the authority of the magistrates, it would have been void *ab initio*, at least so far as it was in excess of their powers, and the question would have been whether the proprietor was justified in having stage-dancing under a license which was void as being granted *ultra vires* of the magistrates. But still the point was implicitly involved in the case and not decided. The question was whether a *ballet divertissement* is a "stage play," and then, if so, whether the magistrates could grant a license for it (as they held that they had done), or whether it required the license of the Lord Chamberlain under the provisions of 6 & 7 Vict. c. 68. In short, the contention on one side is that the performance was sufficiently sanctioned by the magistrate's license, and on the other that it required the license of the Lord Chamberlain. The magistrates, having decided the question in their own favour, have indecently attempted to quash all reconsideration of their opinion; an attempt which Mr. Tyrwhitt has very properly frustrated. After consideration he has granted the summons applied for, "in order," as he said, "to give a fair consideration to this subject, and in the hope of obtaining a settlement of it by a Court with whose decision all parties are bound to be satisfied."

THE ATTORNEYS OF THE CITY OF LIMERICK have held a preliminary meeting for the purpose of taking into consideration the propriety of putting forward a suitable member of the profession to contest the representation of that city at the General Election.

IT APPEARS that the shorthand-writers are setting themselves in earnest to establish an educational association for their own body. The details of a meeting held this day week for that purpose will be found elsewhere in our columns. It must be obvious that such an association must be at first, at least, purely voluntary—that is to say, that no one intending to act as a shorthand-writer can be compelled to submit to its regulations; but we should hope that in a reasonably short time its efficiency will be so far established that no one can fairly hope for practice who has not submitted to its tests, and when that result shall once have been attained, there will remain no great obstacle to the foundation of the association on a legal and compulsory basis. It is for the members to work out for the association, in the first instance, this position, and we heartily "wish them God speed."

WE UNDERSTAND from good authority that the piece of land on the south side of Carey-street, at the Chancery-lane end, which belongs to the Equity and Law Life Assurance Society, is to be sold for building purposes. The houses lately standing on the ground were, a few weeks since, demolished, and we had hoped that the Board of Works had taken the land either with a view to carry out the plan which has been in contemplation for the last fifteen years, at least, of widening Carey-street, or for the purpose of affording a favourable approach to the new Palace of Justice, but we are informed that this is not the case, and that the land will be sold for ordinary building purposes. No one who observes the increasing amount of traffic from Lincoln's-inn-fields, through Carey-street, into Chancery-lane, will deny that the widening of Carey-street, at this narrow gorge, would be a considerable relief, but we fear that the Board will in this, as in other cases, wait until the land gets into the hands of some speculator, and then buy it at a large advance on the price it is at present offered at. Now, the cost would be moderate, but in six months as many thousand pounds may be tacked on to the bargain. The unfortunate amendment carried by Lord Redesdale in the House of Lords, has effectually tied the hands of the Government in this matter.

THE TREATMENT which some of the exhibitors at the West Central Industrial Exhibition have received from the Bank of England appears to the majority of persons to be harsh and unnecessary, and we are inclined in this instance to agree with the majority, even while assuming that the Act of Parliament justified the action of the bank. Certain specimens of penmanship, exhibited at the Floral Hall, represented a number of prints, publications, letters, and other documents strewn on a table, and three of these specimens were remarkable as containing each a very accurate representation of a £5 Bank of England note. These representations or drawings are considered by the Bank of England to be forgeries within the meaning of the 16th section of the Act of 24 & 25 Vict. c. 98, and the authorities of the exhibition, together with the solicitor to the Bank, attended before Sir Thomas Henry, at Bow-street, on the 28th inst. to take his opinion on the question.

* See full report 13 W. R. 702. † 9 Sol. Jour. 629.

‡ As a matter of fact the decision had been reversed before the article in question was published, but not till after it had been written and printed, and neither the writer of the article nor the Editor of the Journal were aware of their lordships' judgment till after the number had been published.

Without admitting that the designs came within the operation of the section referred to, the exhibitors offered to have some word stamped upon them to indicate their spurious character, but refused to admit of the word "forged." In this dilemma it was ultimately settled that the objectionable representations should be erased from the several drawings, which erasure was completed by the aid of pumicestone, and there now remain ugly blanks in the midst of these artistic works. Now we are quite ready to concede that no regard for art ought ever to stand in the way and prevent the due administration of the law, or to prevent the paper currency of the country from enjoying the full protection afforded to it by the Legislature, but in such a case as this it is simply ridiculous to suppose that these drawings could ever have obtained currency as Bank of England notes. Apart from the fact that they were probably worth much more than five pounds each as works of art, no one would venture to circulate or to receive a note made on drawing paper, as such a note could never be touched or folded without instant detection. Had no arrangement been come to, and the case been sent to a jury, could the committee of this exhibition have been convicted of felony, or would any jury have found the exhibitors themselves guilty? The Act was not intended to meet cases of this sort, and however much it be urged that the bank in carrying out what they have done, acted in a liberal spirit, their conduct would have been more proper and more liberal had they contented themselves with requiring the destruction or marking of the designs at the termination of the period of exhibition.

The great Huddersfield Tenant-right Case, which will shortly come before the House of Lords by way of appeal, is to be defended in a manner befitting the immense interests at stake. From the daily papers we learn that a few days ago an aggregate meeting of the tenant-right owners took place at Huddersfield for the purpose of deciding what should be done in respect of the appeal made by Sir J. W. Ramsden to the House of Lords from the decision of Vice-Chancellor Stuart. It will be remembered that the effect of this decision was that the tenant-right owners were entitled to a sixty years' lease, renewable every twenty years on payment of a fine of one year's improved value. A series of suggestions had been made to Sir John, through his solicitor, as a basis for negociation, but had been rejected. The main points proposed appear to have been that leases should be granted to all tenant-right owners on an increase of rent, to the extent of 50 per cent. on valuation, and that an Act for 999 years' leases should be applied for jointly by Sir John and the tenants, and that all leaseholders should, if they liked, have their leases made into 999 years' leases, rents to be altered in proportion to the value of the lease. The meeting decided unanimously to raise a fund, rateably among the tenants, for the purpose of responding to the appeal.

On Monday last a public meeting of the electors of Lambeth was held at the Horns, Kennington-gate, to hear an address from Thomas Hughes, Esq., of the Inner Temple, Barrister-at-Law, the author of "Tom Brown's School Days," who is a candidate for the representation of that constituency.

In reply to questions put to him,

Mr. Hughes stated that he held an office under Government, and if he were returned for Lambeth he was prepared to resign that office.

After some further conversation a resolution was moved, and seconded, and agreed to—"That this meeting having heard Mr. Thomas Hughes's political principles is of opinion that his sentiments are in accordance with those held by the majority of the electors of Lambeth, and that his intellectual acquirements qualify him eminently to represent Lambeth in the House of Commons."

An important point of law was raised in the case of *Austin* v. *Bunyard*, which was tried on the 26th ult. before the Court of Queen's Bench. The simple question was whether a *post*-dated cheque is void. The defendant made and delivered a cheque for £200 on the 22nd of June, but it was dated a month later, namely, the 22nd of July, so that, in effect, it would not be payable until a month after the date of delivery, as if it were a bill drawn payable one month after date. In point of fact the cheque was not taken by the plaintiff, who was a *bonâ fide* holder for full value, until after the 22nd of July; and it bore a penny stamp. By the statute of 31 Geo. 3, c. 25, *post*-dated cheques are invalid and unavailable, but it must be borne in mind that at that period no stamp was required upon a cheque, and to *post*-date a cheque was, in effect, to issue a bill without a stamp and in fraud of the stamp laws. The Act, which imposes a penny stamp upon cheques (21 Vict. c. 20), expressly reserves all pains and penalties, &c., in previous Acts, so far as the same are applicable, and on these grounds it was contended that the cheque in question was invalid.

The case of *Field* v. *Wood*, 7 Ad. & E. was cited to prove that previously to the more recent Act such a cheque had been held invalid, but, on the other hand, the case of *Whistler* v. *Foster*, 32 L. J. C. P. 161, was adduced, in which the Court of Common Pleas had declared the objection to be untenable. The judges considered this case binding on them, and gave judgment for the plaintiff.

In considering this question there are several points to be taken into consideration, and the first is as to the intention of the Legislature in imposing the penalty originally. There can be very little doubt that it was to prevent, as before remarked, the use of *post*-dated cheques in fraud of the law relating to bill stamps. Next we must inquire what was the intention of the Legislature in reserving, by the recent Act, in general terms, all penalties, &c., in previous Acts; was it intended that this penalty, the chief reason for imposing which was abolished, should be continued? The Court of Common Pleas appears to have taken the common-sense view of the matter, and decided this last question in the negative, and we are not disposed to quarrel with the decision in this case. However, it is quite possible that on appeal to a court of error these decisions may be reversed, for so long as the 2nd section of the 21 Vict. c. 20, contains the reservations mentioned, it is uncertain what view the judges in the Court of Exchequer Chamber may take of it.

Persons who habitually use this mode of paying and receiving money (and we know they are many) are interested in having this question set at rest, it is not very material in which way. Upon the whole, perhaps, it were better that the final decision should be the other way, and such cheques void, because, in the first place, the letter of the statute appears to be to that intent; and because, secondly, great frauds might be perpetrated by means of *post*-dated cheques. On the death of the drawer the cheque would certainly be void, so that he would get all the benefit of a bill of exchange without the proportionate liability, while the drawee would have in his hands a nondescript document having all the disadvantages of a bill of exchange with the additional risk of the death of the drawer. It must not, on the other hand, be overlooked that this is a very convenient method of providing for the payment of a debt not yet due (*ex. gr.* future rent), and that when so used the payee is not subjected to any disadvantage, but, on the contrary, has in his hands an instrument which *may* become valuable at the proper time, prior to which he is not entitled to any security at all.

Sir J. Eardley Wilmot has addressed the following letter to the *Times*, on the subject of the County Courts Equitable Jurisdiction Bill:—

Sir,—Having seen in your columns this day the letter of "Intercessor" on the above bill, the subject matter of which

was considered of so much importance by her Majesty's Government as to find a place in the royal speech at the opening of the present session, I beg to address a few lines to you upon it. I have held the office of County Court Judge for a period of eleven years; for nine at Bristol, and for upwards of two in the metropolis. During the whole of this time I have uniformly and most strenuously advocated the introduction of small equities into the local courts, having seen by increasing experience the disadvantages to which the poorer classes are exposed in consequence of their having at hand no cheap and expeditious tribunal for redressing injustice and wrong in cases of small legacies, trusts, mortgages, partnerships, and equitable engagements. I confess I have been infinitely surprised and disappointed by the Bill of the Lord Chancellor. In many of the courts the heavy character of the business has been for some time such as severely to task the strength and energies of the officials. With the vast increase of population and commercial wealth, and consequently of litigation, during the last few years, a remodelling of some of the courts, and an addition to the number of the others, have appeared necessary, quite apart from the question of equity jurisdiction. But the proposition of the Government to accumulate upon the present machinery labours of a character totally different from those it has hitherto borne, demanding new study, and involving questions of money value exceeding actually by ten times the amount of the existing common law jurisdiction, must appear to every reasonable mind most preposterous and unfair. I do not advert to the very objectionable mode of remuneration for the additional duties contemplated by the present bill, as that is powerfully animadverted upon in "Intercessor's" letter. But I think I am expressing the general, if not unanimous, opinion of the County Court Judges when I say that if the Government and the public expect that equity suits up to £500 will be satisfactorily dealt with and justice administered by piling this heavy additional burden upon the existing County Courts, they are simply hoping for an impossibility and embracing a chimera. Let a statesmanlike and comprehensive measure be introduced in a new Parliament, and the opportunity then taken of making many improvements which are manifestly required and obvious to every practical mind in the County Court system; but let not this bill, which is really a measure of Lord Brougham's, but stripped of its best qualities, receive the sanction of the Legislature. What begins in injustice must end in failure and disappointment.

I am, Sir, your obedient servant,

J. E. EARDLEY WILMOT,

May 25. Judge of the Marylebone County Court.

So far as this letter deals with the general question, we have not a word to say otherwise than of approval, but when Sir Eardley complains of an "injustice" to the existing county court judges, and grounds on that injustice a claim for an increase of salary, we are compelled to dissent from his view.

Various other writers in various journals and other publications have adopted a similar line of argument, which, however, appears to us grounded on a misapprehension.

When the county courts were first established, and the judges thereof were, like the county chairmen in Ireland, merely barristers who were to a certain extent withdrawn from their ordinary work, and called upon to perform certain limited judicial functions, it would have been reasonable ground of complaint if any addition had been made to their duties without a corresponding increase in their salaries. But the passing of the Amendment Act "altered all that." From the moment when the county court judges became judges pure and simple, and had their salaries re-adjusted to that view of the case, the public became entitled to their *whole* time (within the well-recognized business hours), and they cannot reasonably complain of any duty, consonant in kind with that which they undertook, which the Legislature may think fit to confer upon them. Suppose that Parliament were, upon the first opportunity, to confer jurisdiction on the Court of Chancery to grant probates and letters of administration, as Lord Cranworth originally proposed to do, and as, in the opinion of this Journal,* ought to have been done. Could any Vice-Chancellor be heard to object that he had not contracted to do this particular work when he was appointed? Why, the very case has actually occurred: In the year 1841 all the jurisdiction theretofore exercised by the equity side of the Court of Exchequer (including all that administration of railway deposits which forms so large a portion of the work of every petition day) was transferred to the Court of Chancery, but without any suggestion that the Master of the Rolls or the Vice-Chancellor of England was entitled to any increase of salary on that account. True, in that case there were two extra judges appointed, and therein lies the appropriate remedy if the complaint made on behalf of the county court judges is well founded. If fifty-nine judges are not enough for the work let us have more of them, but as every one of the existing fifty-nine has contracted to give his whole time for his present salary, he cannot, on the ground that he is fully occupied, ask for more; and if he be more than fully occupied, he ought to be relieved of a part of the work which, *ex hypothesi*, he cannot perform, not paid an extra sum for vainly attempting or undertaking to it. The Chancellor's scheme and that proposed by the advocates of the county court judges seem equally faulty in this respect.

We have not thought it necessary to consider the question whether the present salary of these judges is or not adequate, because that depends, in our opinion, on quite different considerations, and is, we think, perfectly immaterial to the point in hand. Two things, however, must be recollected:—First, no salary that the country could possibly offer would tempt men of a high class, *who have succeeded at the Bar*, to take county court judgeships, unless they have fallen into ill-health, or been in some other manner incapacitated from practice; the places will, therefore, be inevitably filled either by young men who have not had time to rise, or old men who have failed to do so; and, secondly, there will always be abundance of such men able and willing to serve at £1,200 a-year.

If, indeed, these courts are to become courts of general first instance, as has been more than once proposed in effect, it will be necessary (unless they are merely to involve one extra appeal) that they should be filled by the very best men that can be had, but for that purpose no salary that can be offered will suffice. A county court judgeship must be made the step to something better, must be the first round of the ladder of promotion, before the leaders, or even the leading juniors, of either bar, will be found ready to accept the post. When that day comes, however, it will be found that the courts thus "improved" have become utterly unfitted for their original use as "Small Debts Courts," and it will be necessary to establish new "District" courts for that purpose.

We do not deny that some cheap and ready tribunal for the recovery of small equitable debts is urgently required. It is a mere question of *economy* whether it is better to unite the legal and equitable jurisdiction in the same judges, creating at the same time a sufficient number of them to do all the work, or to sever the jurisdiction, and form two distinct sets of local courts, one with a limited legal, the other a limited equitable, jurisdiction. We are not in a position to form a judgment on this question, though we should like to hear some discussion of the suggestions made by one of the writers in the *Law Magazine* when this question was first mooted, that the equitable jurisdiction in question should be given to the country commissioners of bankruptcy.

OUR READERS will see, by the report of *Lawrence* v. *Austin*, given in another column, that the Master of the Rolls has followed the example of the county court judges, in grumbling at the extra work put upon him by the Legislature. With less reason, however, than they; for if his Honour be right (and we do not say that he is not) in saying that light and air cases are often questions of damages for a jury, the same statute which requires him to undertake the case enables him to summon a jury to his aid. No doubt it was very pleasant for the judges

* 5 Sol. Jour. 506.

when every bill of the kind could be "retained for a year with liberty to bring an action," but "what was fun to him was death to" the suitors, who were thus put to about double the expense requisite for having their case tried once for all in the only Court with whose decision they are satisfied in cases of this nature.

A VERY INGENIOUS mode of evading the payment of toll at Whalley-bridge-gate, has been turned to a profit by a certain innkeeper, who made use of the evasion for the purpose of attracting customers to his house. It appears that the keeper of the White Hart has a field adjoining the inn, and between the inn and the entrance to the field, stands the Whalley-bridge-gate. Mellor, the appellant, who is a farmer, was driving 120 sheep from Teddington to Stockport along this turnpike-road, and the sheep were driven into the field in question before passing through the gates. Mellor passed the night at the White Hart, and next day drove the sheep out of the field at the opposite end and over other land, and into the turnpike-road at a point nearer Stockport, so that no toll was paid.

The Stockport magistrate convicted Mellor of the offence of evading toll, and the appeal came on before the Court of Queen's Bench sitting in banco, on the 31st ult. The landlord was compelled to admit that he used the situation of the fields as an inducement to parties to stay at his house all night in order to save the toll. "I tell my customers," he said, "that if they stay all night they can get over this land without paying toll."

The judges were unanimous in their opinion that the magistrates were right in convicting the appellant of an intention to evade toll. And if the only point in the case were that which the judges assumed to be so—namely, the intention of the appellant to evade, it is surprising that he should have had the audacity to appeal. We are not satisfied, however, that the case is within the letter of the Turnpike Acts, and, if not, every subject has a right to evade an impost if he can.

The Lord Chief Justice was probably correct in his suspicion that the landlord was the real appellant, and that relying on the uncertainty of the law, he chose rather to incur the expense of litigation with the possibility of retaining his lucrative calling, than by submitting to the decision of the magistrates to undergo the certain and positive loss of a large amount of custom.

THE ERITH EXPLOSION, which took place nearly twelve months since, has produced its first piece of litigation between insurers and assurance companies, and on the 1st inst. the cause of *Escrett* v. *The London Assurance Company* was heard before the Court of Common Pleas, and resulted in a judgment for the defendants. As we anticipated,* the issue resolved itself into a question of contract, and the judges were unanimous in their view of the case. It is not improbable that the decision in this case may govern the proceedings of claimants against other companies, but there is still the opening left for questions which may arise from a different wording of the policies of other companies.

WE REGRET to have to record the death of Mr. George Finch, solicitor, Worcester, under very distressing circumstances. On Saturday last his body was found in the Severn, near the village of Kempsey. A report had gained credence to the effect that he was pecuniarily embarrassed, and that an execution had been put into his house for a debt of upwards of £500. It appears that Mr. Finch left home on the Friday under the pretence of going to fish in the Severn, and the same evening he was seen wandering on Kempsey-ham, a large tract of meadow land, about three miles from Worcester. Not making his appearance at home at his usual hour, suspicions were excited, and on the river being dragged the next day his body was found as described.

* 8 Sol. Jour. 955.

MR. GIFFARD, Q.C., has announced his intention of contesting the representation of Cardiff at the forthcoming general election, in opposition to Lieutenant-Colonel Stuart, the present member. Mr. Stuart has issued his address to the electors.

WE UNDERSTAND that Henry Wyndham West, Esq., of the Northern Circuit, the Attorney-General for the Duchy Court of Lancaster, and Recorder of Scarborough, has been appointed Recorder of Manchester by Sir George Grey, in the room of Mr. R. B. Armstrong, Q.C., resigned. Mr. West was called to the bar by the Inner Temple in 1848.

WE HAVE RECEIVED the following document, which has been sent to us by a highly respectable firm, who state that it was handed to them by one of their clients, with the comment that he (the client) "considered cheap law a great fallacy," a remark the justice of which every day's experience confirms:—

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It cannot be necessary for us now to recapitulate all that we have from time to time said with reference to such associations. It must be clear, however, that not only are they utterly unprofessional, but that even in a commercial point of view they must fail, as clients who have paid for their law in this way are sure to insist on "getting the worth of their money" to an extent which, unless they commit the further impropriety of getting counsel and solicitors to work on the principle of "no cure, no pay," must soon swamp the funds of the association. We remark that the "Standing Counsel" are so ashamed of their position that it is found necessary to say, that the gentlemen to appear in court are not the same, the most hopeful feature about the whole concern.

Mr. J. A. RUSSELL, barrister-at-law, of the Northern Circuit, has been appointed to succeed Mr. Armstrong, Q.C., as recorder of Bolton, in Lancashire.

THE UNSEALED CONTRACTS OF CORPORATE BODIES.

That an impersonal body politic should have some distinct means of action and of speech, some outward and visible sign of the corporate will, is obviously necessary. Accordingly, the common seal, as Peere Williams quaintly observes, is the hand and mouth of the corporation. The ancient rule of the common law was, that a corporation could do nothing, and could enter into no contract whatever, but by means of its common seal. It was soon found, however, that to retain this principle in all cases was not only dangerously inconvenient, but almost impossible. It was intolerable that the seal should be required for the appointment of a cook or a butler, or for trivial contracts of frequent recurrence; and if only a bailiff by deed could distrain cattle damage feasant, the cattle might escape before the deed could be executed. By degrees, therefore, the severity of the ancient rule was relaxed, and exceptions were allowed in such cases as those above-mentioned; and where a corporate body possessed a public officer or head, as a mayor, or a dean, his commands might be obeyed without the sanction of the common seal. The principle of all the early exceptions was necessity, or convenience amounting almost to necessity—a principle which might have sufficed at an early stage of society, and, perhaps, might still suffice for such bodies as municipal or collegiate corporations, but is scarcely adequate to the requirements of a modern trading community.

In the United States of America, as long ago as 1813, Mr. Justice Story, in giving judgment in the Court of Error in the case of *The Bank of Columbia* v. *Paterson's Admor*, 7 Cranch. 299, laid down the rule that "wherever a corporation is acting within the scope of the legitimate purposes of its institution, all parol contracts made by its authorized agents are express promises of the corporation; and all duties imposed on them by law, and all benefits conferred at their request, raise implied promises for the enforcement of which an action may well lie." It was not to be expected that English judges would proceed with trans-Atlantic rapidity; the further relaxation of the rule has been discussed here with characteristic caution; difficulties have been raised and doubts suggested, and, as usual, conflicting cases have caused uncertainty where it is very desirable that no uncertainty should exist.

It is proposed in this paper to review the modern authorities on the subject, and to elicit, if possible, some definite rule of law.

In the *Dean and Chapter of Rochester* v. *Pierce*, 1 Campb. 466, it was decided that, although a corporation cannot demise except by deed, yet it may, without deed, permit a person to use and occupy lands of which it is seised, and may maintain an action for the use and occupation. This principle was upheld in *The Southwark Bridge Company* v. *Sills*, 2 C. & P. 371, and the *Mayor of Stafford* v. *Till*, 4 Bing. 75, followed by the *Mayor and Burgesses of Carmarthen* v. *Lewis*, 6 C. & P. 608. In all these cases it is to be observed that the corporations were plaintiffs, and the defendants had enjoyed the benefit of the consideration. To this extent the Courts could rely upon old precedents, for, in a case in the time of Charles II. (*The Barber-Surgeons of London* v. *Pelson*, 2 Lev. 252), an action had been brought to recover £20 forfeited by the defendant under a byelaw of the company, for refusing to act as steward, and on its being urged that a promise could not be made to a corporation aggregate but by deed, the Court refused to entertain the objection, saying that it had been overruled in the case of the *Mayor of London* v. *Gorrey*. Again, in the *Mayor of London* v. *Hunt*, 3 Lev. 37 *assumpsit* had been held maintainable by the corporation of London for tolls; and the law had been carried further in the *East India Company* v. *Glover*, 1 Stra. 612, where *assumpsit* had been allowed to be brought by a corporation for not accepting and taking away coffee within the time mentioned in the agreement of sale; but here the objection for want of the seal not having been taken, the case can only be regarded as an indication of opinion that the objection would not have held, and cannot be treated as having the force of a binding decision.

A parol promise then could be made or implied to a corporation; but to be binding at law, a parol promise requires a consideration; and as a corporation, with the exceptions above mentioned, could only bind itself by deed, there was in fact no consideration which could sustain the defendant's express or implied promises in the cases cited, until he had actually used the lands, taken the tolls, or enjoyed the privileges of the corporate community. The defendant in such cases expressly or impliedly promises that if the corporation will confer on him a certain benefit, he will pay them for it; the corporation cannot, except by deed, promise to confer the benefit; but they can actually confer it, and as soon as it has been conferred, the defendant's promise being for a good consideration, binds him at law. It would seem then, that where the corporation are *plaintiffs* and they have not bound themselves by deed, there is a valid distinction between *executed* and *executory* contracts; and it is submitted that this distinction must remain in full force with respect to all cases concerning corporations that cannot be brought under some of the exceptions to the rule, notwithstanding the dicta to which we shall presently refer. Where the corporation are *defendants*, it follows that as they cannot, in general, promise unless by deed, the circumstance of the plaintiff having conferred a benefit upon them, cannot enable him to maintain *assumpsit* which imples a parol and not a sealed promise, unless he can bring the case within some of the recognised exceptions to the rule (though where the form of action and the circumstances permitted it, the court would presume there had been a binding contract: *Doe d. Pennington* v. *Taniere*, 18 L. J. N. S. Q. B. 52); hence the distinction above adverted to only obtains when the corporation are suing.

Thus, in the *City of London Gas Company* v. *Nicholls*, 2 C. & P. 365, an action of *assumpsit* was brought by the plaintiffs for gas supplied to the defendants in the ordinary course of the plaintiffs' business, and Chief Justice Best remarked that it was "quite absurd to say that there was any necessity for a contract by a deed in such a case." Here it will be observed that the contract had been *executed*. This was in 1826, but in the following year an action was brought by the *East London Waterworks Company* v. *Bailey* (reported 4 Bing. 283), for the non-delivery by the defendant of some iron pipes pursuant to contract. And it was decided by the

Court, the same learned judge presiding and delivering judgment, that the action would not lie. The distinction was taken between *executed* and *executory* contracts. The court may have considered that a contract for the supply of iron pipes hardly came within the principle of the exception we are considering, and the company not being, in the opinion of the court, established for the purpose of trade, did not require any special indulgence. The contract, therefore, was to be dealt with as an ordinary contract of a corporation, not falling within any of the exceptions, and as it had not been *executed*, it was unavailing. It may be doubted whether, since the discussion which the rule has undergone in the more recent cases mentioned below, the contract would not now be held to fall within the exception. But suppose the action had been brought by the company, upon an executory contract, against a customer for refusing to receive the water after contracting by parol to do so, it could scarcely be contended that the action would not lie. It would be difficult to draw any substantial distinction between the supply of water by a waterworks company, and the supply of gas by a gas company; in either case, to require such contracts to be sealed, would defeat the very objects for which the company was created, and in *Church* v. *The Imperial Gas Company* (in error), 6 Ad. & El. 846, it was held that a corporation might sue on an *executory* contract to receive gas from the corporation at a fixed rate per annum, it being a good consideration that the company promised to supply it, though the promise was not under seal, and that "it made no difference whether the contract was executed or executory, nor whether the promise was express or implied." That is to say, that where the contract is one of necessity, or falling within a recognised exception, the distinction between executed and executory contracts does not exist, but in all *other* cases, it is submitted, the distinction is not affected by the observation of Lord Denman, just cited, nor by the statement of Mr. Justice Wightman in *Clark* v. *Guardians of the Cuckfield Union* (cited below), that the distinction had been repudiated, a statement which is to be explained in the same way. (See, on this point, the observations of the Court in the *Fishmongers' Company* v. *Robertson*, 5 Man. & Gr. 131, and the judgment in the *Australian Steam Navigation Company* v. *Marzetti*, 24 L. J. N. S. Exch. 273.)

Hitherto, when the actions had been sustained, the corporations had been plaintiffs, and had been permitted to sue without the formality of a seal, where the contract was clearly within the scope of the trading purposes of the corporation. Prior to 1837 it does not appear to have been expressly decided whether a corporation might be sued in *assumpsit* on any executed parol contract, although it had been held liable in *debt* for the price of weights and measures sold and delivered, which had been examined at a full meeting of the corporation, thereby recognizing the contract: see *De Grave* v. *The Mayor and Corporation of Monmouth*, 4 C. & P. 111: but in *Beverley* v. *Lincoln Gas Company*, 6 Ad. & El. 827, which came before the Court of King's Bench in that year, the Court said there was no substantial distinction between *debt* and *assumpsit*, and the Company were held liable for the price of gas meters sold and delivered to them, although the contract for purchase had not been under seal. Mr. Justice Patteson, in delivering judgment, remarked that the old rule requiring the seal was established in a different state of society, when corporations were comparatively few, and that it had soon been found necessary to engraft many exceptions upon it, so that the Court could not be called upon to recede from the principle of any relaxation that had been permitted, the mere circumstance of novelty in the application ought not to deter them, for a sound decision was an authority for all its legitimate consequences, the relaxations of the rule were in truth inconsistent with its principle and justified only by necessity, and on each occasion, when they were permitted, the rule, not unnaturally, received confirmation in all other respects though it was, perhaps, hardly fair to anticipate the decision of the Court upon other states of circumstances before they had arisen.

In the case of the *Mayor of Ludlow* v. *Charlton*, 6 M. & W. 815, decided subsequently to the cases of *Beverley* v. *Lincoln Gas Company*, and *Church* v. *The Imperial Gas Company*, the Court of Exchequer held that a municipal corporation, which had passed a resolution at a meeting, agreeing to pay a sum of money to the defendant for making alterations and improvements in the borough, which resolution had been entered in the corporation books, was not liable to pay the money after the work had been done. This seems to have been decided on the ground that the contract not being under seal was invalid, as it did not fall within any of the exceptions to the general rule, and was not a contract of ordinary occurrence, or directly necessary for the purposes for which the corporation was instituted. The reasoning of the Court seems to admit by implication that the exception is not confined to corporations established for *trade*.

(*To be continued.*)

THE LEGAL POSITION OF THE CHURCH OF ENGLAND.

II.

(*Continued from page* 614.)

So far concerning the church in the colonies, or elsewhere, in connection with the Church of England, but when the writer in the *Law Magazine* comes to deal with the church in Scotland and Ireland, he shows what we cannot but regard as a lamentable "departure" from the principle involved in his own previously expressed opinions.

It will follow from what has been said, that the Imperial Parliament, looked upon merely as the representatives of the United Kingdom, would be entitled to make, and from time to time to vary, such regulations for the government of the Ecclesiastical Corporations, and the devolution of ecclesiastical property, within the realm as in its wisdom it might see best; and might, if it thought it advisable, lay down one set of rules for Yorkshire, another for Middlesex, a third for Wales, a fourth for Ulster, and so on; the whole United Kingdom forming but one nation, and the local differences requiring, *ex hypothesi*, differences of administration merely. But then here comes the difficulty; this British nation now represented in the Imperial Parliament is not one original society, having a right to make and vary its laws precisely as it may please, and unfettered by any consideration except its views of the good of the people; on the contrary it is an amalgamation of three separate and independant national governments, originally connected only by a personal, or at most a dynastic, union, whose three separate legislatures have been formed into one by virtue of two written contracts, by the terms whereof, therefore, the action of the United Parliament is limited and controlled.

The case is exactly similiar to that of the union (or as it is called, the amalgamation) of two joint-stock companies; although a general meeting of either company might have had, as such meetings ordinarily have, the most unlimited powers of alteration of the articles of association of the company, yet if in the contract for amalgamation any special provisions have been introduced, these thereupon become absolutely binding upon the amalgamated company, so that it becomes impossible for any body, short of an absolutely unanimous meeting of every shareholder, to alter or vary any of these specified provisions.

While therefore before the Unions the Parliaments of the three kingdoms could undoubtedly have made any such regulations, either respecting the national religion or otherwise, within their respective territories, as to them seemed good, and might have varied such regulations

from time to time as they pleased; and while the united Parliament, since the Unions, has had similiar authority over the United Kingdom in all matters not expressly provided for by the Acts of union respectively; it is not competent for the Imperial Parliament, without a breach of faith as gross, and an act of tyranny as unconstitutional, as an assumption of despotic power on the part of the Crown would be, to violate or abrogate any of the terms specially enforced by those Acts, at any rate so long as any appreciable body in either country is found to dissent from such abrogation.

When the people of Scotland consented, instead of regulating their own affairs for themselves, to be satisfied with forty-five voices out of 558, they clogged that consent with a stipulation which amounted to this, that any alteration which might thereafter be made in the laws affecting the Church of Scotland should not extend to the introduction of any other than the Presbyterian form of church government. When the people of Ireland, in their turn, relinquished their separate existence on getting a representation amounting to 100 seats in a house of 658, they stipulated, as they had a right to do if they chose, that no variation should thereafter be made in the laws affecting the Church Establishment there, unless the same variation was at the same time applied to the Establishment in England. "That anomalous body—the United Church of England and Ireland" exists, therefore, not by reason of any necessity involved in the union of the Kingdoms, but by virtue of one of the terms of a solemn compact, imposed by the weaker country as part of the conditions on which she agreed to surrender her legislative independence.

At the time when the provinces of Upper and Lower Canada were united for legislative purposes, there existed a certain definite provision for the payment of ministers of religion, which, in Lower Canada, was exclusively in the hands of Roman Catholic Priests, in Upper Canada principally, if not entirely, in those of Protestant clergy of various denominations. No provision having been made with reference to these "Reserves" by the Act of Union, the United Parliament has since, in the exercise of its lawful authority, dealt with them; but, suppose that Lower Canada had then expressly stipulated for the maintenance of her national religion for the future, as part of the terms on which alone she would consent to the union, and that afterwards a powerful Protestant majority in the United Parliament (with the consent, let us suppose, of a majority of the inhabitants of the country) were to abolish that provision, would it not be obviously a gross breach of faith, of which every dissentient, whose voice was drowned by Upper Canadian votes, would be justly entitled to complain. It will then be asked, 'Do you mean to assert that no one of the Articles of Union can be altered or varied, no matter how altered circumstances may render such variation desirable?' We do not say so. If a measure be so clearly beneficial as to obtain what may practically be considered as universal consent in both countries it would obviously pass unchallenged, and when there were no complainants, no wrong would have been done; but in any case not obtaining such general "assent and consent" it seems to us that the only constitutional and honest method of getting rid of any objectionable article of either union, would be to dissolve the union in question, to summon separate national Parliaments on the old dis-united basis, and then to re-unite on such new terms as these Parliaments might agree to. Whenever, if ever, the time shall come, when a Scotch Parliament duly convened would consent to an Episcopal form of Church government, or when an Irish Parliament (sitting in its integrity, and not merely by the 137 members who now form its delegation to the Imperial Legislature) would consent to enter into terms of union without the fifth article of the present compact, then, and not till then, would it be honestly within the powers of the Legislature to deal independently with the Church Establishment in Scotland and Ireland.

That any such proposal, if now made to either of the bodies suggested, would be certain of defeat, is too obvious to require assertion; whether it would or not be beneficial to either or both countries that the terms of union should be thus altered, and the hands of Parliament set free in this matter, we do not inquire, nor yet whether it is consistent with the idea of the union here existing, that separate national interests should be maintained; we must deal with a written contract as we find it. An attempt to evade or override such a contract on the ground that it ought not to have been entered into, is, even when well founded in the particular case, a precedent *pessimi exempli*.

With the conclusion of the article we have been considering we must take the liberty of expressing our hearty concurrence, and we trust that the prudence and moderation of those by whose counsels the corporate action of the Church of England is directed and governed, may long continue, as at present, to check all attempts at introduction, by any party, of the bed of Procrustes, and that the "liberal and comprehensive character" which alone benefits a national Church may be not merely retained, but fostered and expanded.

DEEDS OF ARRANGEMENT WITH CREDITORS.

VIII.

(*Continued from page* 566.)

2. As to joint and separate creditors. The question whether joint and separate creditors are to be kept distinct, and whether, in the case of a deed dealing with both classes of creditors, the assent of the statutory majority of each class is requisite was first mooted (under the Act of 1849) in *Ex parte Calvert*, 6 W. R. 787, 3 De G. & J. 109, but no decision was there pronounced upon it. It next came before the Courts (under the present Bankruptcy Act) in *Ex parte Castleton, re Castleton*, 10 W. R. 851, 31 L. J. Bkcy. 71, where a composition deed having been entered into by one of three persons carrying on business in partnership, the compounding partner was afterwards arrested on a judgment obtained against him jointly with his co-partners. The Lords Justices directed his discharge from custody under section 198, but though the point under consideration was argued, there was no proof that there were any joint creditors who had not executed the deed, so that the point did not really arise.

The next case on the subject is *Ex parte Cockburn*, 12 W. R. 673, 33 L. J. Bkcy. 17. There Messrs. Smith & Laxton, the arranging debtors, had, until November, 1862, carried on business in partnership, as wine merchants, and in the month of June following, each of them executed a deed of composition with his creditors, containing precisely similar provisions. After this deed had been duly registered, they were jointly adjudicated bankrupts, the petitioning creditor's debt being a sum of £125 in respect of a bill of exchange accepted by the debtors during their partnership. Under these circumstances the Commissioner annulled the adjudication, and on appeal the Lord Chancellor upheld his decision. On the hearing of the appeal it was strongly urged that the deeds would not protect the debtors from proceedings in bankruptcy, unless they could show that the statutory majority of *joint* creditors had assented to them. The Lord Chancellor, however, held that as there was not shown to be any joint estate, this argument was not tenable, although "if there had been joint estate it might have been otherwise." This case, therefore, decides that where there is no joint estate, it does not lie in the mouth of any of the joint creditors at all events to object that a statutory majority of their number has not assented to the deed.

In *Walker* v. *Nevill*, 13 W. R. 523, a deed was pleaded, which was expressed to be be made between W. N., and W. J. N., "merchants and co-partners," of the first part, certain trustees of the second part, and the "several persons, companies, and partnership firms, who are creditors of

the said W. N., and W. J. N., or one of them," of the third part. The deed provided for the payment to all the creditors of a composition of eighteen shillings in the pound by certain instalments, and for the managing and winding-up of the business, until the composition was paid, under the inspection of the parties of the second part. The plea averred that "a majority in number representing three-fourths in value of the said creditors of the defendants, and each of them," had in writing assented to or approved of the deed. It was objected to this plea, that it appeared therefrom that there were joint and separate creditors, and also joint and separate estates of the compounding debtors, and that the deed was bad, as it placed joint and separate creditors on the same footing, making no distinction between them. The Court, however, thought that this objection was not tenable, and that whatever might have been the case with regard to a deed of assignment, where the property assigned was to be distributed among the creditors, it did not invalidate a deed of composition and inspectorship. It was further objected that the deed could not bind the non-assenting creditors unless the requisite majority of each class had assented. On the soundness of this objection no opinion was expressed, the Court thinking that the allegation that "a majority of the said creditors of the defendants, and each of them," had assented, was a sufficient averment of such assent if it were necessary.

One other case remains to be noticed under this head. In *Ex parte Oldfield, Re Oldfield*, 11 L. T. N. S. 756, a deed of assignment of the joint and separate estates "of them and each of them" was made by two partners to trustees upon trust for distribution among their joint and separate creditors, as if they had, on the day of the date of the deed, been adjudicated bankrupts. Oldfield, one of the debtors, had, in point of fact, no separate estate, and the Liverpool Bankruptcy Commissioner deeming the deed, on that account, a fraud on his separate creditors, adjudicated him bankrupt at the instance of one of their number who had not assented to the deed. On appeal the Lord Chancellor annulled this adjudication, considering that the terms of the assignment were perfectly proper, with the view of passing all the estate which the debtors might possess, and that they contained no fraudulent representation that there was any separate estate. In the course of his judgment he made the following observations:—"The Act of Parliament does not admit, in a matter of this kind, of separate creditors being consulted separately in respect of the separate estate. By the provisions of the statute the whole body of the creditors are to deliberate and decide together. There is nothing to warrant the conclusion that separate creditors might not constitute a majority even if there were no separate estate." These remarks must, of course, be viewed with due regard to the circumstances of the case then before the Chancellor, but if his meaning was that in no case would the assent of each class of creditors be requisite, his observations were entirely extrajudicial, for in the case then before him the assent of the statutory majority *of each class* had, in fact, been obtained.

Although it has been decided that where there is no joint estate objection cannot be taken to the deed by a joint creditor, on the ground that a statutory majority of his class has not assented to it (and where there is no separate estate the same principle would, it is presumed, apply to separate creditors), it remains an open question whether, where the compounding debtors have joint as well as seperate estate, the assent of the statutory majority of each class of creditors must be obtained. This depends upon the construction to be put upon section 192, and it is, no doubt, difficult to put any construction upon that section which would not give rise to some difficulties; but the obvious intention of the Legislature, and the balance of convenience, certainly seem to be in favour of a construction which would keep the joint and separate creditors distinct for the purposes of the first condition of section 192. The object of that section clearly is, that it should be in the power of the creditors to administer the debtor's estate, or to make the best terms with him they can, without incurring the expense incidental to an administration by the Court of Bankruptcy; but it never can have been intended to give joint creditors the power of paying their debts in full, or obtaining a larger dividend at the expense of the separate creditors, or *vice versâ*. And it is by no means impracticable, without any straining of the words of the section, to put a construction upon it which would obviate the possibility of such an injustice. Condition 1 of the 192nd section requires, in order that a deed between a debtor and his creditors may be binding, the assent of a certain majority of "the creditors of such debtor." Now, the courts have no doubt decided that this must mean *all* the creditors of the debtor; but surely the majority who are to bind, and the minority who are to be bound, must all be creditors *of the same compounding debtor*, whereas, it the view contended for be not sustained, the separate creditors of A. (whose estate, let us suppose, would pay twenty shillings in the pound) might be bound to take a very small composition by the separate creditors of B., whose separate estate may be absolutely valueless. It is clear that the interests of A.'s creditors and B.'s creditors, and the creditors of A. + B., may be essentially different, so long as the present bankrupt law, recognizing a distinction between joint and separate estates, remains in force; and it would be very strange if the Legislature had, without any distinct enactment, left either of these classes at the mercy of the other. Take the case of *Ex parte Cockburn*, referred to above, as an illustration. There was in that case no joint estate, and the co-debtors entered each into a separate deed, undertaking to pay all his creditors threepence in the pound. Each of them would, of course, include in the number of his creditors all to whom he was jointly indebted with his co debtor for the full amount of their debts; and it is clear that unless the separate estates would pay twenty shillings in the pound, the smallest composition would be a gain to the joint creditors, and they would therefore be only too glad to assent to any such proposal. Suppose, however, that in such a case, the separate estates could each have paid ten shillings in the pound. Every one of the separate creditors would naturally dissent from a proposal to pay them threepence, and yet the debtors might (even if all the creditors were lumped together under one deed, but much more so if each debtor entered into a separate deed), with the help of their joint creditors, so swamp their separate creditors, as to bind them to a most unjust arrangement. It is submitted, therefore, that for the purpose of calculating the assents under the 192nd section, A. should be regarded as one compounding debtor, B. as another, and A. + B. as a third. It would not, indeed, be difficult to point out certain inconveniences which might result from this construction, but the truth is, that so to construe the section as to avoid all difficulty, is quite impossible, and the only course open is, upon a balance of evils, to choose the least.

Much controversy has arisen with regard to the mode in which a deed, perfected under section 192, is to be used for the protection of the debtor; in what cases it can be pleaded, and when it is available only to protect his goods from execution, and his person from arrest. These questions arise upon the construction of section 198, which provides that "after notice of the filing and registration of such deed has been given as aforesaid, no execution, sequestration, or other process against the debtor's property, in respect of any debt, and no process against his person, in respect of any debt, other than such process or warrant as may be had against a debtor about to depart out of England, shall be available to any creditor or claimant without leave of the Court; and a certificate of the filing and registration of such deed under the hand of the Chief Registrar and the seal of the Court shall be available to the debtor for all purposes as a protection in bankruptcy."

It will be observed in the first place that this protec-

tion is granted "*after notice* of the filing, &c., of such deed has been given *as aforesaid*." Now, there is no previous section which provides for any such notice, but the Lord Chancellor, in *Ex parte Morgan*, 11 W.R. 316, 32 L. J. Bkcy. 15, expounded these words as referring to the publication in the *London Gazette* required by section 192, of a copy of the entry made with regard to the deed in the Registrar's book. It has been decided further that the certificate of the filing and registration of the deed is no conclusive evidence that the requirements of section 192 have been complied with, and that it affords no protection to the debtor unless the deed be a valid one (see *Ex parte Rawlings*, 11 W. R. 157, 32 L. J. Bkcy. 27, per Knight Bruce, L. J.; *Ilderton* v. *Jewell*, 11 W. R. 755, 32 L. J. C. P. 256; *Dewhurst* v. *Kershaw*, 11 W. R. 315, 1 H. & C. 726; and *Leigh* v. *Pendlebury*, 12 W. R. 468, 33 L. J. C. P. 172). The Court of Queen's Bench has, however, lately decided that where a sheriff has discharged the debtor from custody on his producing the Chief Registrar's certificate, an action for an escape cannot be maintained against the sheriff by reason of such discharge, even although the deed prove to be a bad one (*Lloyd* v. *Harrison*, 34 L. J. Q. B. 97). The Chief Justice dissented from this decision, and the case will shortly be argued in the Exchequer Chamber.

(*To be continued.*)

ATTORNEYS' CERTIFICATE TAX.

The *Manchester Guardian* has lately, in a temperate and well-written article, considered the question of the certificate tax from a lay point of view; and though we do not by any means agree with all that the writer of that article advances, we are glad to find, on the whole, that the public, or that portion thereof represented by the excellent journal in question, is impressed with the justice of our cause. We must, however, protest against the imputation, recklessly thrown out by Mr. Gladstone, and incautiously repeated by the *Manchester Guardian*, that this matter is now being brought forward as a hustings question; we do, indeed, recommend all our readers to look well at the list with which we furnished them last week, in case they should be called upon during the summer to decide between the opposing claims of equally, or nearly, balanced candidatures; but we utterly deny that this movement was set on foot, prosecuted, or brought forward, with any such view.

Those of our readers who have honoured this Journal with their attention for any time, know that so long ago as the 14th February, 1863, when there was neither the memory of the last contest, nor the dread of the coming one, present to the minds of members, a correspondent suggested in our columns* that a plan should be organized for bringing the question, which had been permitted to drop since 1853, prominently before the notice of Parliament, and that that time was expressly selected because there was "every probability of a quiet session," that is to say, because the political atmosphere was so calm that there was no reason for supposing that any special excitement would intervene. They will know also that this suggestion was backed by another letter† pointing out that there was then (as now) a surplus to be dealt with, and putting in a claim, which Parliament has now indorsed, for consideration in dealing therewith—a fact which disposes of the misdirected opposition of the *Times*—and that in compliance with these suggestions we, on the 2nd of May, 1863, published an article‡ on the subject, which was the commencement of the movement which has, so far, been crowned with success.

But in that article, so far were we from counselling delay or procrastination, so far from suggesting that the eve of a general election would be a peculiarly fitting time for the renewal of the agitation which had been dormant for nearly ten years, that we especially urged on our readers the necessity of immediate action; and the desirability of getting a bill introduced, if possible, in that session, when a dissolution was still more than two years off, is pressed with the utmost urgency. Nor can it be said that the point then started was suffered to drop till the present "critical conjuncture," for we find that in the remaining half of the same volume the subject was mentioned in our leading columns not less than seven times, and that, so far from deprecating for the discussion of this grievance "a time when the House of Commons was more free than it can be now from electioneering influences," petitions were actually presented to the House of Commons, at our instance, by Sir Hugh Cairns and Mr. Malins, in the course of that session, one, at least, whereof had been entirely prepared by us, and had lain for signature at this office.

That "the near approach of a general election" may have determined some doubtful or wavering votes is not improbable, but we entirely deny that the time was selected with any such object, either by the hon. member who brought the question forward, or the body whom he, for the nonce, represented. We have given a true history of the "rise and progress" of the present agitation, which has only come on for discussion in this session because last year the public were so full of the Danish war that there was no hope of a question of home interest only obtaining a hearing.

* 7 Sol. Jour. 284. † 7 Sol. Jour. 325. ‡ 7 Sol. Jour. 483.

PATENT LAW REFORM.*

(From the *Scientific Review*.)

It is, we believe, an undeniable fact that by far the greater number of real and valuable inventions are made by working men, or mechanics, in the receipt of weekly wages, and who, from their position in life, cannot be expected to have at their command the funds necessary to meet the very heavy tax which the law demands as a condition of their reaping the benefit of that which, by every principle of justice, belongs to them as a right—namely, the fruit of their own labour.

Whatever may be the difficulties with which our legislators have thought proper to surround the law for granting patents, one thing is certain—that hitherto they have denied the poor inventor that equality of justice and protection which is so readily obtained by his richer and more fortunate rival. "*Nihil honestum esse potest, quod justitiâ vacat.*" We therefore maintain that any measure for reforming the patent laws, which does not fully recognize the just demands of the poor inventor, cannot be accepted as satisfactory, the present law, in their relation to inventors of limited means, being a disgrace to our statute book, amounting in many cases to a practical denial of justice.

That our convictions of the state of the present law are founded upon fact, we have the testimony of the commissioners appointed by her Majesty, "to consider the working of the law for granting letters patent for inventions," who, in the opening page of their report, state:—"We have been pressed with the opinion that the costs of obtaining letters patent, together with the fees payable on their continuance up to the full term of fourteen years, although reduced to £175, payable by instalments, of which the first does not exceed £25, is still so high as to be an insuperable bar to the poor inventor in obtaining the protection to which he is fairly entitled."

Who, after reading such a paragraph as this, would not have expected that a fact so self-evident would at once have let the commissioners to consider the fair claim of the poor inventor as one of primary importance? instead of which, their first recommendation is as follows:—"Your commissioners do not find that the present cost of obtaining letters patent is excessive, or the method of payment inconvenient; they do not, therefore, recommend any alteration of the present system on those points."

How such an opposite and contradictory result could have been arrived at is not difficult to determine, if we inquire who the witnesses were, and examine the oral evidence given.

Among the twenty-one gentlemen who gave their evidence *viva voce*, we have, in the first place, eight Government

* We reprint the following article from the *Scientific Review*, not because we agree with it—our sentiments on the patent question have been frequently expressed,—but because it presents the subject from a point of view which will probably be new to most of our readers.

officials—viz., the Duke of Somerset, Admiral Robinson, General Lefroy, H. Reeve, C. M. Cleode, F. A. Abel, F.R.S., Bennet Woodcroft, and Mr. Edmunds. How far these gentlemen would be likely to assist the poor inventor in establishing his claim for equal justice, the recent case of *Feather* v. *The Queen* offers at once a ready and sufficient answer.

The next on the list are three barristers—viz., Messrs. Grove, Webster, and Montague Smith—all highly honourable men, and well up in the legal quibbles sown broadcast in every patent opposition. But would it not be hoping against hope that a barrister, whose practice chiefly consists in conducting important disputed cases of patent right, can have any great amount of sympathy for a poor struggling inventor, unable, on account of the present prohibitory rates, to secure a patent, and therefore not likely to be of much importance in their estimation, as a digest of the evidence of of the three gentlemen referred to clearly proves?

To the three lawyers above mentioned, we have now to add three patent agents—Messrs. Carpmael, Newton, and Spence—of whom we think it may be truly said that "Cæsar is very like Pompey, especially Cæsar:" for if the poor inventor finds but little sympathy from the barrister, he can hardly expect to receive more from the patent agent; for many patent agents shrink from the poor client as the ancients did from the leper.

The last of our witnesses comprise seven patentees—viz., Messrs. J. Scott Russell, J. Platt, M. Curtis, R. A. Macfie, Richard Roberts, Sir F. Crossley, and, lastly, that champion of the poor inventor, Sir William Armstrong.

Here then, at least, we may expect that the poor inventor would meet with warm friends and supporters. Alas! for poor human nature. With *one* exception these inventors and patentees seem but little inclined to assist the poor inventor, and perhaps we should say, seem disposed to keep him where he is. It is not too much to assume that, as several of these gentlemen have become very wealthy men, their present position may be due to the working of one or more successful patents, a result which every inventor would hail with delight. Let us see, from their evidence, how they propose to deal with their less fortunate brethren.

One of the questions put by the commissioners is as follows:—"Should the cost of obtaining letters patent be diminished or increased?" &c., &c. To which question Messrs. J. Scott Russell, J. Platt, M. Curtis, Sir William Armstrong, and Sir F. Crossley, replied that they would make no alteration.

Mr. R. A. Macfie would have the cost increased; and the late Mr. Richard Roberts, C.E., Member of the Council of the Inventor's Institute, was the only inventor examined, *vivâ voce*, who recommended a reduction in the present cost.

From the facts here recorded, we think there cannot be two opinions as to the total absence of that evidence which the poor inventor alone could have fully given, and which the commissioners did not think it worth their while to obtain, except by an indirect mode, which, however, necessitated their recording the opening peragraph we have quoted from their report, and which ought to have been followed up amongst their recommendations.

COMMON LAW.

Acceptance of Goods—Statute of Frauds.

Smith and Another, Assignees, &c. v. *Hudson*, Q. B., 13 W. R. 683.

This case must be regarded as a "leading decision" upon the construction of the 17th section of the Statute of Frauds. It will contribute materially towards a settlement of those few words, every one of which—to use the words of an eminent writer—"has cost a subsidy." In order to explain the effect of the decision, we must briefly refer to the facts of the case. The defendant was a farmer at Castle Acre, in the county of Norfolk, and the plaintiffs were the assignees of a corn merchant named Willden. At a market held at King's Lynn, on the 3rd of November, 1863, the defendant entered into a *verbal* contract with Willden to sell him forty-eight and a-half quarters of barley at thirty-five shillings a quarter. There was no payment made on account, and the sale was by sample. On the 7th November, the bulk was taken in the defendants waggons to Swaffham-station, and left there, in accordance with the usage of the trade, "to the order of Mr. Willden." Two days afterwards Willden became bankrupt, and previous to the bankruptcy he had taken no active step whatever with respect to the acceptance or refusal of the goods, and no one, by his authority, had compared the bulk with the sample. The defendant, on the 11th November, gave the station-master notice not to part with the goods without his consent, and accordingly, when the assignees of the bankrupt claimed them, they were not delivered up. On the 5th of December the railway company re-delivered them to the defendant, against whom the assignees subsequently brought an action for the recovery of the goods. The main question raised under these circumstances, for the consideration of the Court, was, whether there had been any acceptance by the buyer of the corn sold to him, so as to preclude the seller from reclaiming it.

Now, the 17th section of the Statute of Frauds enacts (amongst other things) that "no contract for the sale of goods, &c., for the price of £10 and upwards, shall be allowed to be good, except the buyer shall accept part of the goods so sold, and actually receive the same." Was there in this case such an acceptance and receipt as to satisfy this section? Mr. Mellish, in a most elaborate argument, contended that there was, and there was certainly much evidence to support his reasoning. The goods were delivered to the buyer's order, and at the place specified by him. Then, four days elapsed before the seller attempted to reclaim the goods, and that lapse of time, it was submitted, was of itself evidence of acceptance and receipt. The seller had done, as the Chief Justice pointed out, *all he could;* and, as far as he was concerned, therefore, the contract might be considered irrevocable, and no notice of rescission could avail to prevent the assignees from completing the bankrupt's title. Mr. Gray, on the other hand, urged that mere lapse of time was no evidence of acceptance, especially when, as the facts proved, the purchase had been made by a person over whom bankruptcy was immediately impending. It could not be held, he said, that the bankrupt who had not lifted a finger to perfect his possession, had accepted, and acceptance by the buyer was absolutely necessary, in order to perfect the contract. The acceptance by the assignees, again, was of no use, because, *before* they elected to accept, the defendant had elected to rescind.

The Court were unanimously of opinion that there had been no acceptance within section 17 of the statute, and with one exception, to which we shall presently refer, the judgments delivered seem in harmony with other decisions in similar cases. Thus, in *Hart* v. *Bush*, 27 L. J. Q. B. 271, the goods sold were, by arrangement between the parties, sent to a wharf to be put on board ship, with a view to their delivery afterwards at their final destination. An invoice was sent with a letter to the defendant, the purchaser, on the day of their delivery at the wharf, but he took no notice either of the goods the invoice, or the letter. The goods were eventually lost at sea, and it was held that they had perished to the vendor and not to the purchaser. So also in *Hunt* v. *Hecht*, 8 Exch. 814, the defendant agreed to purchase of the plaintiff bones of a particular kind, to be separated from a heap of various bones, and gave the plaintiff a note addressed to a wharfinger to receive and ship the bones. The plaintiff, in pursuance of the agreement, sent some bones to the wharf, but upon inspection the defendant declined to accept them on the ground that they were not what he had bargained for, and it was held that he was justified in his refusal, inasmuch as, although there had been a receipt, there was no *acceptance*. "If a person agrees to buy a quantity of goods to be taken from the bulk" said Alderson, B., "he does not purchase the particular part bargained for, until it is separated from the rest, and he cannot be said to accept that which he knows nothing of, otherwise it would make him the acceptor of whatever the vendor chose to send him; whereas, he has a right to see whether, in his

judgment, the goods sent correspond with the order. This case was assented to by Cockburn, C.J., in the principal case. "There is" he says "a distinction between mere bodily receipt and receipt *animo accipiendi*. In the present case the sale was a sale by sample, and the buyer had a right to see that the bulk corresponded with sample, and until he had seen that, there was no acceptance."

It may be doubted if the proposition thus enunciated by the learned judge is borne out by the authorities on the subject. As Blackburn, J., observed in his judgment in the principal case, "a man may accept goods by 'taking to' them, subject to a subsequent examination of their quality;" and Mellor, J., agreed that there may be cases "where there is such an acceptance as to bind the contract, and yet the vendee may refuse afterwards to carry it out, because, for instance, the goods are not in accordance with sample." Thus, in *Morton* v. *Tibbett*, 15 Q. B. 428, the defendant purchased wheat by sample, and eventually repudiated his contract, on the ground that the bulk and sample did not correspond. The Court there held, that although the defendant had done nothing which would have precluded him from objecting that the wheat delivered was not according to the contract, yet there was evidence to justify the jury in finding (as, in fact, they had found) that the defendant had accepted and received it. There are express decisions, the Court remarked, that there may be *acceptance and receipt* of goods by purchaser within the statute of frauds, *although he has had no opportunity of examining them.*

It seems difficult at first sight to reconcile *Hunt* v. *Hecht*, with the last-mentioned case. But the variance between them disappears if it be remembered that in deciding whether or not the statute of frauds has been complied with in a particular case, all the circumstances must be taken together. There is no sovereign rule as to what is, or what is not, a good acceptance, and the mere fact that the buyer has not compared bulk with sample, may be outweighed, as in *Morton* v. *Tibbett*, by the rest of the evidence in the case. In the principal case the evidence pointed strongly against acceptance, and it was for that reason that the Court decided in favour of the defendant. The decision appears to be sound, and—with the exception of the observation of the Chief Justice, on which we have commented, and which was not the *ratio decidendi*—in accordance with the previous authorities upon the subject.

COURTS.

COURT OF CHANCERY.

(Before the Lords Justices.)

May 27.—*In re the Adelphi Hotel Company (Limited); Best's Case.*—This was an appeal from an order of the Master of the Rolls, placing Mr. Best on the supplemental list of contributories of the Adelphi Hotel Company (Limited). The case has been already noticed in our columns,* where the facts sufficiently appear.

Mr. *Daniel*, Q.C., and Mr. *Elderton* were for the appeal; Mr. *Baggallay*, Q.C., and Mr. *Fry* were for the official managers.

Lord Justice Knight Bruce.—Whether the law of this country, as it at present stands, or is understood, or is administered, is or is not in a strange and inconvenient state, it must be conceded that to make Mr. Best liable, there must have been, on the part of the gentlemen called directors, either an acceptance of his offer, or an allotment and appropriation of shares; and if, as is my opinion, no such acceptance, allotment, or appropriation has taken place, the attempt to make him liable must fail, and Mr. Best cannot be made a contributory.

Lord Justice Turner was of the same opinion.

COURT OF QUEEN'S BENCH.

(Sittings in *Banco* before Lord Chief Justice Cockburn and Crompton, Blackburn, and Shee, J.J.)

May 27.—*Austin* v. *Bunyard.*—This was an action tried before the Lord Chief Justice, and involved the question whether a *post*-dated cheque, payable to order, was invalid. The case came before the Court under the recent statute with regard to imposing one penny stamps upon bankers' cheques and re-settling the duties on bills of exchange. On the trial the learned judge ruled that a *post*-dated cheque ought to be stamped as a promissory note, on the ground that it was not payable till after its date, and he consequently refused to allow the cheque in question to be given in evidence, and nonsuited the plaintiff. A rule was obtained by the plaintiff to set the nonsuit aside and enter the verdict for him, on the authority of the case of *Whistler* v. *Foster*, in which the Court of Common Pleas had overruled a precisely similar objection; and after hearing the arguments of Mr. *Lloyd* for the plaintiff, and Mr. *Laxton* for the defendant,

The Court, in deference to the authority in question, made the rule absolute.

ROLLS COURT.

June 1.—*Lawrence* v. *Austin.*—This was a motion for a mandatory injunction, to restrain the defendant from obstructing the ancient lights of certain cottage property of the plaintiff. The obstruction in question consisted in the raising of a wall which is fifteen feet from the plaintiff's cottages, from the height of eight feet and fifteen feet to thirty feet and fifty-two feet respectively.

Mr. *Baggallay*, Q.C., and Mr. *Schomberg*, were for the plaintiffs; Mr. *Southgate*, Q.C., and Mr. *Lake Russell*, for the defendants.

The Master of the Rolls said that although he would defer his judgment till he had perused the affidavits, yet he would take that opportunity of remarking on the very inconvenient jurisdiction which Sir Hugh Cairns's Act and the interpretation of it by the Lords Justices had bestowed upon the Court. The question in the majority of suits relating to ancient lights was essentially one of damages, and could be disposed of far more advantageously in a court of law than in a court of equity. The plaintiff in the present case put on him the functions of a jury, and asked him to do that which was essentially the work of a jury, and which he, sitting both as judge and jury, had not the same facilities to perform.

COURT OF COMMON PLEAS.

(Sittings in Banco, before Lord Chief Justice Erle and Willes, Byles, and Keating, JJ.)

May 26.—*Phelps* v. *The London and North-Western Railway Company.*—The plaintiff in this case was a solicitor, living in Kent, and in 1863 he travelled for a client into Wales, having to attend a county court at Machynlleth. He carried with him a portmanteau containing clothing and also some deeds and money, to be used for the purposes of the suit in the county court. At the journey's end the portmanteau was missing, and was not found for several days, and the plaintiff was put to considerable expense and inconvenience in searching for it. In the following year the plaintiff went the same journey upon the same business, and carried with him the same deeds. By a singular coincidence the portmanteau was again missing, though there was only a few hours' delay. The plaintiff now sued for damages for the temporary loss of the property, and at the trial the jury found for him for £44 10s. The question now was whether a rule should be made absolute to reduce the damages to £20, upon the ground that the money and the deeds were not personal luggage, for the loss or detention of which the railway company were liable.

Mr. *Huddleston*, Q.C., and Mr. *Prideaux* appeared to show cause against the rule; and Mr. *Kemplay* to support it.

The Lord Chief Justice said he was of opinion that the money and deeds were not luggage for the plaintiff's personal use on the journey as a traveller. What he took with him in his capacity of attorney for the service of another person the carriers were not responsible for as personal luggage.

Rule absolute.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner Holroyd.)

May 26.—*In re T. W. Bilton.*—The bankrupt, who was a solicitor carrying on business in Carey-street and at Hastings, applied by adjournment to pass his examination and for an order of discharge.

Mr. *Sargood* appeared for the assignees, and Mr. *Goldring* supported the bankrupt.

There was no opposition to the passing of the examination

* 9 Sol. Jour. 639.

but upon the order of discharge the bankrupt was opposed by the assignees. The bankrupt, on being examined, said that he had been in actual practice for about three years, and he attributed his difficulties to failure in an action which was brought against him for negligence. Various injurious reports were circulated respecting him through the town of Hastings, and his business was ruined in consequence. He had been engaged in several bankruptcy matters at Hastings, but his bills of costs had not yet been taxed by the registrar.

Mr. *Goldring* said he would undertake, on the bankrupt's behalf, that all the assistance necessary to the realization of the assets should be afforded.

His HONOUR in consideration of the circumstance that the bankrupt had not been in difficulties before, granted an immediate order of discharge, without annexing any condition as to future-acquired property.

(Before Mr. Commissioner GOULBURN.)

May 29th.—*In re W. H. Maunsell.*—The case of this bankrupt, who formerly practised as a Solicitor at Dublin, again came before the court but was adjourned in consequence of further information being necessary with regard to property under mortgage.

May 31.—*In re Partridge.—Practice in prison cases.*—This was an application for an order of discharge.

Mr. *Sargood* opposed for creditors; and the bankrupt was not represented.

In this case the attention of the Court was called to the mode in which the petition had been prepared and filed. The bankrupt, upon being examined, said that while in confinement in Whitecross-street prison he was introduced by the governor and two or three of the principal officers to a Mr. Raban, as a person who would file his petition. He believed Mr. Raban to be a solicitor, but he afterwards ascertained that he was only an accountant. He paid Mr. Raban £4 3s. 6d., and he prepared and presented the petition.

Mr. *Sargood* asked the bankrupt who was the solicitor acting for him.

The bankrupt replied, that he had no solicitor at all.

The COMMISSIONER said that it was very strange, for the petition was attested by Mr. Richard Bramwell, solicitor, of Basinghall-street.

The bankrupt adhered to his statement that he had no solicitor. He said that he never saw Mr. Bramwell until some time after the bankruptcy, when he saw him in Mr. Rabans office. Mr. Raban introduced Mr. Bramwell, saying, "here is a gentleman to look after your affairs." He never saw Mr. Bramwell in the prison.

Mr. Commissioner GOULBURN asked whether Mr. Bramwell was present, but no reply was made.

Mr. *Sargood*, for his clients, applied that the petition should be dismissed as illegal.

Mr. Commissioner GOULBURN said it was quite clear that the petition could not stand, for although it purported to be attested by an attorney, it was clear that no attestation had been made. His Honour said it was to be regretted that the prisons should be infested by persons calling themselves accountants, who preyed upon the poor wretches who were in confinement. He should consider whether the name of Mr. Bramwell could be retained on the roll of attorneys practising in this court. He was determined to put a stop to the system of presenting petitions through accountants, and it must be understood that for the future all petitions which were filed by an accountant, although nominally attested by a solicitor, must be dismissed. The present petition was a fraud upon the Court, and would be dismissed.

Petition dismissed.

(Before Mr. Deputy-Commissioner WINSLOW.)

May 27.—*In re Captain Crossman.*—This was a renewed application for release from custody by Captain Charles Percy Crossman, a retired captain in the army, residing in 6, Queen Anne-street, Cavendish-square, and who attributed his bankruptcy to the fact of his having incurred liabilities on account of the Hon. Richard Bethell, which that person had failed to meet. The case had been mentioned before, and stood over that Mr. Bethell might be communicated with.

Mr. *Lawrance*, on the bankrupt's behalf, now produced a medical certificate, to the effect that further incarceration would be injurious to the health of his client, and asked that the order of release should be granted.

Mr. *Spyer*, who represented the detaining creditor, said he had seen the bankrupt, and he had no further opposition to offer. He said that a lengthened stay in Whitecross-street Prison during the present hot weather could not be of service to any person, particularly to an officer who had seen service in India.

The DEPUTY-COMMISSIONER, in the absence of opposition, granted an order for Captain Crossman's release.

May 30.—*In re D. P. Neale.*—The bankrupt, Dorset Palmer Neale, was a solicitor carrying on business at Kennington, and he now came up for examination upon accounts showing an aggregate indebtedness and liability of £561, with assets; debtors, good, £20; debtors, doubtful, £434; bad, £389; and property given up to assignees, £66.

Mr. *Reed* opposed on behalf of the assignees; Mr. *Sargood* supported.

The bankrupt was examined, and stated that he was insolvent in the years 1854 and 1856. He had given up his books, which contained entries of business transacted prior to his bankruptcy. He had still in his possession a book in which the current business was entered. He had not given up that book as the affairs of his clients might be exposed. He was willing to submit to any order the Court might make upon the subject.

Mr. *Reed* asked for a cash account for six months, and that the bankrupt should be directed to file with the official assignee all the books used in his profession.

His HONOUR thought the application reasonable, and so ordered, and adjourned the hearing in the meantime.

MARLBOROUGH-STREET POLICE COURT.

May 26.—Mr. TYRWHITT gave his decision on the application of Mr. Roberts, solicitor, for another summons against the proprietor of the Alhambra, for permitting alleged theatrical performances at that place of public resort, the previous conviction having been quashed at the Middlesex Sessions.

Mr. TYRWHITT said his reasons for granting the summons would be found in the following statement:—"This is an application for a summons against the proprietor of the Alhambra for what is alleged to be an illegal performance on the stage there. This offence is said to have been committed since the quashing of my former conviction by the Middlesex Sessions, and I cannot anticipate the evidence which may be adduced respecting it. I believe it is correct to say that no decision on the law applicable to the performances at the Alhambra was ever attempted by the Court of Quarter Sessions, and that they also refused a case for the opinion of a superior court, in pursuance of a resolution formed by them before the hearing. The question was said to be one of fact. I apprehend that a question of law means a question arising on the effect of facts proved or apparent. Now, where that proof of facts is given it requires a peculiar discernment to discover how the case is to be cut short there, and how law, which, at the least, may be applicable to it, is to be altogether ignored. In order, therefore, to give a fair consideration to this subject, and in the hope of obtaining a settlement of it by a court with whose decision all parties are bound to be satisfied, I grant the summons requested."

GENERAL CORRESPONDENCE.

WORDSWORTH ON JOINT-STOCK COMPANIES.

Sir,—I am honoured by a notice of the tenth edition of my book on the Law of Joint-Stock Companies, in your impression of the 26th inst.

It may be inferred, from what the reviewer says with respect to chapter six, as to directors' powers and duties, that I had neglected to notice *Ship's case*, which was an instance of an *ultra vires* scheme by directors. I wish to say that it was only in February last that *Ship's case* was reported in the *Weekly Reporter*, and that my book had been previously printed off.

As to the other part of the same paragraph, in which the reviewer states that I "have not (it appears to us) cited any considerable portion of the numerous decisions which must have been already pronounced on the construction of the regulations 55 and 56 in Table A of the Act of 1862." I beg very respectfully to request the reviewer will name any case that has been omitted, bearing in mind that the work was begun to be printed early in November, and that it is not every case reported that it is fit or necessary to cite.

There are also remarks made by the reviewer on the "mutual rights and liabilities of shareholders," and allusion is made to Mr. Adie's case, tried before the Jury Court at Edinburgh, with respect to which it is only necessary to say that it is not usual to cite, as authority, decisions of judges whilst trying causes at *Nisi Prius*, and that as no reference is made to a report of the case, I am unable to do more than surmise that it falls within the *National Exchange Company of Glasgow* v. *Drew*, and *New Brunswick, &c. Railway Company (Limited)* v. *Coneybeare*—decisions of the House of Lords, which are cited at page 147 of the work reviewed.

Temple, May 29. CHARLES WORDSWORTH.

[We do not understand the reviewer to object that *Ship's case* was not quoted, but that the question of the responsibility of the company for acts of the directors, on which that case has *now* become a leading authority, has been slurred over. Of the *merits* of the objections combatted by Mr. Wordsworth we have no means of judging, save that we have the greatest confidence in the skill, care, and impartiality of the gentleman to whom the task of reviewing this work was intrusted.—ED. *S. J.*]

STATUTE OF FRAUDS.

Sir,—Referring to the case submitted by "Justitia" in your number of the 20th inst.,* I am of opinion that, provided A. is able to establish what he alleges, viz.—that at the interview he had with B. he accepted his (B.'s) offer before it was retracted, there would be a sufficient memorandum or note in writing within the Statute of Frauds, so as to sustain an action against B. The omission of the price in B.'s offer is immaterial, for this need not necessarily invalidate the contract (*Valpey* v. *Gibson*, 4 C. B. 837, 864). B.'s offer was made in writing and signed by him (the party to be charged), and was accepted by A. (the party to whom it was made), as he (A.) alleges, by word of mouth, which, according to *Smith* v. *Neale*, 2 C. B. N. S. 67, would be quite sufficient to satisfy the statute: see also *Gaunt* v. *Hill*, 1 Stark. 10. D. M.

May 31.

APPOINTMENTS.

The vacancies caused by the death of the late lamented and respected Sir Thomas Staples, Bart., as Crown prosecutor for the whole of the North East Circuit have been filled,—according to the system adopted in latter years—by extending the patronage through a division of the counties. Mr. Samuel Ferguson, Q.C., has been nominated by the Attorney-General, Crown prosecutor to the county Armagh; Mr. James Kernan, Q.C., to the county Antrim; Mr. Frederick W. M'Blain to the county Down; Mr. Arthur Hamill to the county Monaghan, and Mr. Randal W. Macdonnell to the county Louth.

THE LAW PROFESSORSHIPS.

At a meeting of the benchers of the King's Inns, held on the first day of Trinity Term, Messrs. Thomas H. Barton and Piers F. White (barristers) were elected to fill the professorships, vacant by reason of the term of office (three years), of Messrs. John A. Byrne and W. O'Connor Morris, having expired.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

Tuesday, May 30.

THE BANKRUPTCY LAW.

Mr. MOFFATT rose to call attention to the report of the select committee on the Bankruptcy Act of 1861, and the existing state of the laws in regard to debtor and creditor; and to move "that in the opinion of this House the report of the select committee on the Bankruptcy Act of 1861 deserves the prompt and serious consideration of her Majesty's Government." He said that the affairs of bankruptcy always appeared to the mercantile community to be treated by that House in a manner most unfortunate to them. The Act of 1861 had operated in a most unsatisfactory way to the commerce of the country. The committee on the subject (of which he was chairman) had proposed a very extensive scheme of reform; and he wished to know whether the Government intended to propose an amendment of the law by adopting more or less of the recommendations of that committee for the purpose of remedying a position of affairs deplorable to the mercantile community and not honourable to the Legislature of the country.

Mr. AYRTON thought his hon. friend had been unfortunate in his selection of the period for the discussion of this question. Our present law was somewhat complicated, and the changes the committee proposed to introduce so fundamentally affected every section of the statute law that he thought it would be quite impossible to carry them into effect by merely an amendment act; and it would be necessary, in order to give effect to the concluding resolution, to have an amendment and consolidation of the law, which was no doubt a work of extreme difficulty.

Mr. BASS hoped to hear from the Attorney-General that he would, before the session closed, make a statement expounding the principles upon which, in the opinion of the Government, the bankruptcy law ought to be altered and improved.

Mr. BEECROFT said that he believed that hon. gentlemen on both sides of the House agreed that the present law of bankruptcy was most unsatisfactory. He might say that the Leeds Chamber of Commerce was against any attempt merely to amend the law, or any change which would leave the winding-up of insolvent estates in the hands of any Court or body of officials whatever, and was as decidedly in favour of leaving such winding-up in the hands of the creditors, and that no change would be satisfactory or prevent further agitation of the question which did not altogether take out of the hands of officials the winding-up of bankrupt estates, and transfer it to the creditors themselves, as was the case in Scotland. In fact what the Leeds Chamber of Commerce really wanted was that the insolvent should be in the court and the estate out of court.

The ATTORNEY-GENERAL said that the Government would undoubtedly recognise the duty of taking into their serious and prompt consideration the report of the select committee upon the Bankruptcy Act; and so far as he had any knowledge of the views entertained by hon. members in that House, he should say that they concurred in the views of that committee. To do anything useful he was satisfied that they must proceed upon these two grounds: first, that they must consolidate the whole law; and secondly, that they must have the support of public opinion, and of the mercantile classes, as to the important alterations which would, no doubt, be introduced into the new system. He trusted that before the next Parliament met the attention of mercantile men would be carefully directed to the report of the select committee.

Mr. GOSCHEN was sure that the mercantile community would receive the statement just made with great satisfaction. He hoped that a measure would be prepared ready for the energies of the new Parliament, and if this were so, then their thanks, which were now due to the hon. member (Mr. Moffatt), would be transferred to the Government. He agreed that the present system must be entirely re-cast, and he believed that the trading community would be glad to learn that it would not be attempted to patch up the present system, but that a new one would be introduced to remedy abuses that were now a disgrce to legislation.

The motion was agreed to.

THE LEEDS BANKRUPTCY COURT COMMITTEE.

The general committee of elections have nominated the following five members to constitute the select committee on the Leeds Bankruptcy Court:— Mr. E. C. Egerton, Mr. T. W. Evans, Mr. E. Howes, Col. E. G. Douglas Pennant, Mr. H. Hussey Vivian. They have also named the Lord-Advocate and Mr. W. Bovill to serve on the select committee, to examine witnesses, but without the power of voting.

Pending Measures of Legislation.

COUNTY VOTERS' REGISTRATION BILL.

By this bill, which has passed both Houses of Parliament, and now awaits the Royal assent, the following important alterations are, among others, made in the law:—Every notice of objection to a person already on the register must specifically state the ground of objection. The person objected to is required to give such evidence only as is necessary to meet the specific objection. Costs may be given by the revising barrister up to £5. Voters may give evidence of their change of residence by declaration to be transmitted to the clerk of the peace.

* 9 Sol. Jour. 620.

IRELAND.

COURT OF QUEEN'S BENCH.

Petition against an Attorney.

In re Ross, petitioner, v. *Morphie.*—Mr. Martin applied on the part of the petitioner, against Mr. E. Morphie, an attorney, for an order compelling him to pay over a sum of £137, which he had received and had not paid over. The petition stated that in January, 1861, a judgment having been obtained against a party of the name of Foster, Mr. Morphie was employed to recover the amount, and a *fi. fa.* having issued a sum of £137, after deducting fees, was levied; but, although repeated applications has been made to the attorney, he had never since paid over the money, although it had been received in 1863. The petitioner asked for an order on the attorney to pay over the money.

The Chief Justice—Does it not ask anything further?

Mr. Martin replied in the negative.

The Chief Justice observed that the Court would not forget the circumstances of the case in making any subsequent order.

Mr. Justice O'Brien said that the course would be at present to direct the attorney to answer the matter of the petition within four days.

COURT OF EXCHEQUER.

Bankruptcy—Custody—Detention under civil bill decree.

In re Edward Power.—In this matter a conditional order had been granted to bring up the body of Edward Power, a prisoner confined in the gaol of Roscommon. It appeared that having become bankrupt, his evidence before the Bankruptcy Court in reference to the alleged loss of a sum of money, which he stated had been stolen from him, was considered so unsatisfactory by the judge that he was committed for unsatisfactory answering. He was three times brought before the Court, and on each time remitted to prison.

Mr. D. C. Heron, Q.C., with Mr. Mecredy, applied to have him discharged from custody, on the ground that each time he was brought before the Court of Bankruptcy there was a virtual escape from the sheriff.

Mr. Serjeant Armstrong and Mr. Kernan, Q.C., who appeared to resist the motion on behalf of the assignees, raised the preliminary objection that the bankrupt, being in the legal custody of the sheriff under a civil bill decree, the Court had no power to interfere, or at all proceed to review the legality of the detention for unsatisfactory answering in the Bankruptcy Court.

The Court were of opinion that they could not deal with the commitment by the Bankruptcy Court without dealing with the original custody, and should therefore refuse the motion.

COLONIAL TRIBUNALS & JURISPRUDENCE.

INDIA.

IRISH BARRISTERS IN INDIA.

The *Bombay Gazette* says:—We are very glad to hear that the appointment of acting chief magistrate, during the absence of Mr. Bickersteth in Europe, has been offered to and accepted by Mr. R. B. Barton. Mr. Barton has proved himself to be as zealous and able a public servant, as he is a popular and successful barrister, by the indefatigable industry he has shown in the performance of the very unthankful duties of Coroner of Bombay; and the Government displays a just appreciation of merit in promoting him to a more honourable and better paid office. We understand the salary is £2,500.

SOCIETIES AND INSTITUTIONS.

NATIONAL ASSOCIATION FOR THE PROMOTION OF SOCIAL SCIENCE.

At a meeting of the law department of this society on Monday, January 30th, an instructive paper on the Projected new Court of Final Appeal in Ecclesiastical Causes, was read by Andrew Edgar, Esq., of which the following is an outline:—

The great interest which the subject of the court of appeal in ecclesiastical causes has excited in the Church and throughout a large portion of the community, would not be a sufficient reason for bringing it before this association, if the legal and jurisprudential questions which it involves did not render it a proper matter for inquiry in this place. The nature, however, and jurisdiction of our ecclesiastical courts, and the manner in which civil rights are effected by their sentences, are such as to make it highly expedient that proposed amendments in their constitution should be considered by such an association as this, although it entirely excludes all questions relating to religious faith.

In treating of this subject I propose, first to give a short account of the history of the Court of Final Appeal in this country; secondly, to consider the principles on which the judicial committee of the Privy Council proceeds in dealing with questions of doctrine that come before it; and lastly, to examine some of the changes which have been proposed in the constitution of this court, when exercising its appellate jurisdiction in ecclesiastical causes.

I. During the Saxon times there appear to have been no separate ecclesiastical courts, but the county court in which the bishop sat along with the alderman had jurisdiction in all causes, civil and ecclesiastical. From this court an appeal lay to the Wittenagemote or general council, which had a similar jurisdiction. After the Norman Conquest the system of separate ecclesiastical courts was introduced, in accordance with the method which had now, through the influence of the Bishop of Rome, begun to prevail throughout the Latin Church. The final appeal, however, still lay to the great council. The separate system was fully established by Stephen, during whose reign appeals to Rome were first introduced.

By the constitutions of Clarendon, appeals to Rome were forbidden without the licence of the Crown, but during the reigns of John and Henry III., such appeals again came into use, and so continued till the period of the Reformation. By the statutes which were then passed, as we all know, the connection of the Church in this country—not only with Rome, but with the rest of the Western Church—was severed, and it became the Church of England as it now exists. The supremacy of the Crown was established in lieu of that of the Pope, and the doctrines and forms of worship of the Church were settled by the Legislature.

The 25 Hen. 8, c. 19, enacted that—

> "For lack of justice at or in any court of the Archbishops in this realm, or in any part of the King's dominions, it shall be lawful to the party grieved to appeal to the King's Majesty in the King's Court of Chancery, and that upon every such appeal a commission shall be directed under the Great Seal to such persons as shall be named by the King's Highness, his heirs and successors, like as in cases of appeals from the Admiral's Court, to hear and definitely determine such appeals and the causes concerning the same," &c.

By virtue of this statute "the High Court of Delegates" was appointed by a commission issuing out of chancery in each case, *pro hâc vice*, the members whereof were nominated at the sole pleasure of the Crown. After a sentence by the delegates, the King might grant a commission of review. This Court seems to have been little else than another set of delegates appointed as an act of grace on the recommendation of the Lord Chancellor to re-hear the case.

The composition of the Court of Delegates appears to have varied a good deal during the long period which elapsed from 1534 down to 1832, when it was abolished. Throughout a certain number of civilians seem to have been usually in the commission, and there is no reason to believe it was, except on some very rare occasions, composed of ecclesiastics alone. However it may have been with respect to common law judges during the sixteenth century, it is certain that during the seventeenth they were very commonly placed in the commission along with a certain number of bishops and civilians. Blackstone relates that the commission was "frequently filled with lords spiritual and temporal, and always with judges of the courts at Westminster, and doctors of the civil law." It appears from the "Repertory Book," preserved at the Admiralty Registry, that a commission, in which there was not a single bishop, was appointed to hear an appeal in a case involving a very serious charge of heresy —*Havard* v. *Evanson*—in 1777. In the report of the commission on Ecclesiastical Courts (1832), it is stated that the commission ordinarily consisted of three *puisne* judges, one from each court, and three or more civilians, but in special cases a fuller commission issued, consisting of spiritual and temporal peers, judges of the courts of common law, and civilians, usually three or four. Where the court were

equally divided in opinion, or if no common law judge formed a part of the majority, a commission of adjuncts issued, appointing additional delegates of each description. It appears also, from what Lord Brougham said, in introducing the Appellate Jurisdiction Bill, in 1832, that the choice of civilians was exceedingly limited, the more eminent counsel at Doctors'-commons having generally been engaged in the suit in the court below, so that the selection was necessarily made from the junior bar or from those members who were not in full practice. On the whole, a more objectionable court of appeal than the Court of Delegates can scarcely be imagined; and it is not to be wondered at, therefore, that the Commissioners on Ecclesiastical Courts should, by their special report in 1831, have recommended that it should be abolished, and that appeals in ecclesiastical causes should lie to the King in council. This was done by the 2 & 3 Will. 4, c. 92; and by the 3 & 4 Will. 4, c. 41, a judicial committee was appointed, consisting of the President for the time being of the Privy Council, the Lord Chancellor, the Chief Justices and Chief Baron, the Master of the Rolls, and other judges, being Privy Councillors; and by section 3 it was enacted that all appeals to the King in Council should be referred to this Committee. By section 16 of the Church Discipline Act, 1840 (3 & 4 Vict. c. 86), it was enacted that every archbishop and bishop of the united Church of England and Ireland, being a Privy Councillor, should be a member of the Judical Committee for the purpose of hearing appeals in proceedings under that Act, and that no such appeals should be heard, unless one, at least, of such archbishops or bishops should be present. This provision, however, does not apply to ordinary appeals from the ecclesiastical courts.

It is obvious that the judicial committee is a great improvement as a Court of Appeal on the old Court of Delegates. This, however, is so generally admitted, that it is unnecessary to add anything to this simple statement. Another observation is, that the institution of this Court of Appeal can in no respect be considered as an encroachment on the spiritual privileges of the Church. Since the Reformation, the final appeal has always been to the Crown; and the interests of the Church are no more injuriously affected by referring an appeal to the judicial committee to report thereon, than by appointing a commission of delegates for the purpose. If encroachment there be on the spiritual privileges of the Church, it dates as far back as the 25 Hen. 8; and any objection on principle, therefore, to the present court is in reality an objection to the basis on which the Church was settled at that time.

II. We have now to consider the principles on which the judicial committee proceeds in dealing with questions of doctrine that come before it. These principles, it may be observed, are not mere arbitrary assumptions on the part of the appellate tribunal, but are derived from the statutes applicable to the subject, from the general current of decisions in the ecclesiastical courts on questions of this nature, and from those broad principles of the English law which cannot be set aside where justice is to be administered. Looking at the four most important cases, which have come before the judicial committee, *Gorham* v. *The Bishop of Exeter*,* *Burder* v. *Heath*,† *The Bishop of Salisbury* v. *Williams*, and *Fendall* v. *Wilson*,‡ the following general rules and principles seem to be fully established:—

First.—It is not enough to set out the words of the defendant and to state generally that they contain unsound doctrine, but the articles or formularies which they are alleged to contravene must be stated, and the unsound doctrine complained of must be specially mentioned. See *Burder* v. *Heath* (appeal on interlocutory order), 9 W. R. 22.

Secondly.—The Court has no jurisdiction to settle matters of faith, or to determine what ought to be the doctrine of the Church of England. Its duty is merely to settle the true and legal construction of the articles and formularies. See *Gorham* v. *The Bishop of Exeter*; *Burder* v. *Heath*.

Thirdly.—The Court must apply to this construction the same rules which have long been established and are by law applicable to the construction of other written instruments. It must endeavour to ascertain for itself the true meaning of the language employed, assisted only by the consideration of such external or historical facts as it may find necessary to enable it to understand the subject-matter. See *Gorham* v. *The Bishop of Exeter*.

Lastly.—The Court is to ascertain the plain grammatical meaning of the passages which are objected to; but this rule ought to be taken subject to the qualification stated by Dr. Lushington in his judgment in *Burder* v. *Heath*, which was implied in, and recognized by the judgment of the court of appeal in that case, viz., the Court will, when necessary, use a greater latitude of interpretation in favour of an accused person who denies an intention to contravene the statute or to promulgate doctrines inconsistent with the articles. 8 Jur. N. S. 237.

Looking at these rules and principles, it is very difficult for a legal mind to understand what others can be suggested as at all suitable for any court to adopt which is called on to decide on serious charges affecting character and usefulness, as well as proprietary rights. The primary objection seems to be that the Court is fundamentally wrong in making the articles and formularies the sole tests of unsound doctrine, and that there is a common law of the Church by which the clergy are bound no less than by that which is written. But if such a common law exists, and if the clergy are bound by it, they are only so bound morally. It is recognized by none of the Acts of Uniformity, or by any other statutes affecting ecclesiastical persons, and no Court acting according to law, could proceed to enforce it on the clergy. Such a proceeding would be something entirely new in the history of English jurisprudence. Here also the objection really applies to the very basis on which the Church of England is settled. This may be no reason against introducing any right and proper change, but it should always be clearly borne in mind what the change implies.

III. We have now to consider the changes which have been proposed in the Court of Final Appeal. All the schemes that have been brought forward may be ranged under the following heads:—

1. A tribunal composed of the bishops alone.
2. The judicial committee to remain the Court of Final Appeal, but all questions of doctrine to be referred
   (*a*) to the bishops, whose decision to be binding on the Court:
   (*b*) To a body of bishops and other ecclesiastics, on whose report the Court may act or not at its discretion:
3. A permanent sub-committee of the judicial committee as at present constituted to be formed for the purpose of hearing appeals from the ecclesiastical courts involving any question of doctrine.*

(1.) The first plan does not require any very minute consideration. It is not, indeed, inconsistent with the principles of an Established Church, however incompatible with the position of the Church of England. A court of this nature actually exists in the Established Church of Scotland, but it may be safely affirmed that such a purely clerical tribunal in England would be so alien to the feelings of the English people, that it would be as little likely to be agreed to as the restoration of appeals to Rome.

(2.) The second scheme is that which was embodied in the bill introduced by Bishop Blomfield in the House of Lords in 1850. It is open to the serious objection that the Court would have no function at all left to discharge under such a system, except to register the decrees of the bishops. The re fact of publication is always admitted in such cases; the unsound doctrine charged must be specifically stated in the pleadings; and everything after that is only a question of construction—and this according to the plan would be entirely left to the bishops. This plan is entirely incompatible with the position which the judicial committee occupies under 3 & 4 Will 4, c. 41, and its effect would be to reduce that Court to a mere shadow when hearing ecclesiastical appeals.

(3.) The modification (*b*) of this scheme gets rid, to some extent, of this objection, and is, on the whole, deserving of careful consideration. But still the plan appears to be liable to very great and formidable objections. The judicial committee is to have a discretion to adopt or to reject the opinions of the body composed of bishops and other ecclesiastics. But suppose the Court rejected the opinion of this body in a case involving some important question of doctrine—what would then be the feeling throughout that party in the Church, to whose views the judgment was adverse?

* 14 Jur. 449. † 8 Jur. N. S. 597. ‡ 10 Jur. N.S. 406.

* The writer has ignored the proposition brought forward some time ago, and lately alluded to by Mr. Malins in his place in Parliament, for the creation of one great Court of Final Appeal in all causes whatever; probably because it was of an opposite tendency from the schemes combatted.

It seems to be imagined by some that the Court might treat the law of the Church as a foreign law, and might consult the proposed body as experts. Without going into other reasons against adopting such a course, it would involve this legal absurdity—that the articles and formularies which have received the sanction of statutes, and are, therefore, a portion of the statute law of the realm, could only be read by the Court as part and parcel of the testimony of the experts.* But in truth the notion is founded on a misconception of what the nature of a question of foreign law is, and of the manner in which the Courts deal with such question.

(4.) The third plan has a great deal to recommend it, and is not liable to any of the previous objections. Without considering that there is, in reality, any urgent necessity for such a change, I am on the whole in favour of its adoption. While entirely repudiating any idea that the selection of the members of the Court is not now made in the fairest manner possible, I cannot but think that a Court which is to give a final decision on matters so apt to provoke party feeling, should be so constituted as to prevent anything approaching to suspicion, such as we know of late has existed, being engendered in any reasonable mind. The sub-committee, to whom such matters might be referred, would consist of the bishops who are members of the judicial committee, and certain lay members, whose number ought to be twice that of the former.

The changes, then, which I should propose in the constitution of the judicial committee as a Court of Appeal in ecclesiastical causes, might be effected,—

1st. By extending the provisions of the 16th section of the 3 & 4 Vict. c. 86, to all appeals from the ecclesiastical courts involving any question of doctrine.

2nd. By enacting, in substance, that it shall be lawful for her Majesty to appoint as many members of the judicial committee as shall be twice the number of archbishops and bishops entitled to be on such committee, to form, along with such archbishops and bishops, a sub-committee, and to refer to such sub-committee all appeals under the Church Discipline Act, and all appeals in other ecclesiastical causes, which may involve any question of doctrine.

The reading of this paper was followed by an animated discussion:—

Mr. *Geale* thought that greater liberty should be given to the Church of England to decide, *ex cathedra*, what her doctrines were; whereas Mr. Edgar wished to subordinate the clerical to the lay members of the Privy Council. He thought that the bishops ought also to be relieved from the *onus* which the present law threw upon them in the prosecution of the clerks for immorality.

Dr. *Pankhurst* thought it plain that if they were to have a Church as by law established, it must be content to refer all ecclesiastical questions to the ordinary legal tribunals.

Mr. *Robert Wilson* remarked that the two former speakers had not distinguished between two distinct things, viz., judicature and legislation. It might be a question whether the clergy and laity of the Church of England ought not to have power, by some representative body of their own, without foreign admixture, to settle their own spiritual concerns. But that was not the case then before them. The administration of a department of criminal justice ought not to be taken away from the judges and committed to the discretion of any other body of men, however exalted in station, generally adorned by learning, and almost always estimable and venerable in personal character. If there was a peculiar part of the law unfit to be administered discretionally, it was this very law of heresy. He once saw, at an hotel at Deal, a picture of a splendid watering-place, laid out in noble squares and terraces, with barracks also and fortifications, with a spacious harbour full of ships, and ample gardens and esplanades, where people were walking about and enjoying themselves; and underneath this beautiful creation was printed "The Goodwin Sands Company (Limited)." When that undertaking should have been accomplished, it would be time enough to think of transferring questions of heresy from the solid judicial treatment of her Majesty's judges, to the shifting prepossessions of an ecclesiastical committee.

The Hon. *G. Broderick* agreed with Mr. Edgar's paper, not only as to the general principle of maintaining the present Court of Final Appeal, but also as to the slight modifications desirable to introduce into it.

Mr. *Frederic Hill* was strongly in favour of preserving, as Mr. Edgar recommends, in the Court of Final Appeal, a preponderance of the lay element—in other words, of that element which was subject to removal by the Crown.

Mr. *G. R. Tennent* suggested that the constitution of the Supreme Spiritual Court of the Church of Scotland might afford hints for framing a similar court for England.

Lord *Robert Montagu*, M.P., said that the law of the Church was the law of the land, and a lawyer was just as much bound to know it as a bishop was. He objected to granting any facilities for further legislation upon doctrine. The clergy, like everybody else who had a little power would like to get a little more, and if it was granted them they would gradually accumulate dogmas upon every conceivable point until the laity found themselves completely enslaved.

The Chairman (Mr. *G. W. Hastings*) said that it had been proposed by no less an authority than Lord Brougham that the Judicial Committee should be furnished with some body of assessors, whom it might consult in matters of doctrine—*ad informandam conscientiam*. He did not understand what could be the need for such a body. The example of the Admiralty Court was occasionally quoted, and it was said, why not give the Judicial Committee the assistance of some clerical experts just as Dr. Lushington takes the advice of the Trinity Masters? But there was no real analogy between the two cases. The Trinity Masters inform the Court on the facts of practical seamanship; but never on admiralty law, or the construction of contracts. If the Judicial Committee had to decide what is the true faith, as the Admiralty Court has to say what is true seamanship, they might require some theological experts to help them to a decision; but no such question came before them, they had only to determine the legal construction of certain articles and formularies, and, therefore, did not need clerical assessors. The real question was, "Are we to have a court of heresy? Are we to have a tribunal competent to create doctrine as well as to declare the law?" There was only one answer likely to be given to that question in any assembly of educated English laymen; they supremacy of the common law of the land over all classes and persons was to be maintained. The example of the established Church of Scotland had been quoted, but it seemed to be hardly opposite. The results of that system were not such as to enamour us of the example. Secession after secession had so weakened the Church of Scotland, that it now represented only a small minority of the Scotch people. He trusted that the Church of England would follow another course, would continue to be national in its character, and would retain the affections of the people by encouraging a spirit of mutual tolerance among its members, and thus unite the various differences of opinion that must always exist, into one harmonious whole of true Christian charity.

The motion was then put and carried unanimously.

* See Taylor on Evidence, 1209-10, 4th ed.

MEETING OF SHORTHAND WRITERS.

On Saturday week last a meeting of shorthand writers, convened by circular, was held at the Law Institution, Mr. G. B. Snell, Sen., in the chair.

The notice convening the meeting having been read,

Mr. Knight moved the following resolution:—"That it is expedient to form an association to be called the Metropolitan Shorthand Writers' Association, upon such a basis as shall afford some guarantee of the efficiency of its members." He urged the necessity of such an association, the members being compulsorily subjected to certain tests as to efficiency, in order to obviate the increasing tendency to monopoly by appointing shorthand writers to various courts, and instanced the Bankruptcy Court, where he said recent official appointments had deprived the legal profession and the public of that power of selection to which they were fairly entitled. He also showed that by forming an association which should carry with it the *prestige* of a guarantee for the efficiency of its members, the first step would be taken to open parliamentary committees to all properly qualified men.

Mr. Counsell seconded the motion, and observed that the matters to which Mr. Knight had referred should be discussed at a future meeting.

Mr. Dugget considered the object aimed at to be good, but reminded the meeting that a compulsory examination might sometimes cause a nervous, though very efficient man, to fail.

Mr. Walton supported the motion, and was glad that Mr. Knight had taken the initiative in the proceedings.

Mr. GREGORY thought something should be done to secure uniformity of charge.

Mr. HODGES, Sen., concurred entirely with the resolution, but thought the details to be after-discussed would be matters requiring grave consideration.

Mr. HURST said, considering the important functions which shorthand writers' performed, they ought to form themselves into an association. He fully approved the spirit of the resolution, but thought it was not sufficiently expansive.

Mr. STAYT rejoiced that the movement had commenced, and would heartily co-operate.

Mr. LEVY took exception to the word "efficiency" in the resolution, as indefinite.

Mr. SNELL, Jun., would not vote for the resolution if the word "efficiency" were withdrawn, but was prepared to support a motion embracing that and something more.

Mr. KNIGHT, with the concurrence of Mr. Counsell, the seconder, offered to withdraw his motion, if any gentleman would propose one of a more comprehensive character.

Mr. REED, who heartily approved of the project to form an association, then moved the following resolution:—"That it is desirable to form an association of shorthand writers, the objects of which shall be to secure the efficiency and improve the status of its members, and to adopt measures for promoting the interests of the profession generally."

Mr. HODGES, Sen., seconded the motion, which was carried with one dissentient.

After some discussion upon details,

Mr. SNELL, Jun., moved—"That this meeting be adjourned till this day fortnight, at 5 p.m., at the Law Institution, and that a copy of the foregoing resolution be sent to each of the gentlemen who had been invited to attend on the present occasion."

Mr. MEREDITH seconded the motion, which passed unanimously.

Upon the motion of Mr. KNIGHT, seconded by Mr. BULLIONS, a vote of thanks was unanimously passed to the chairman for his courtesy in presiding.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society on Tuesday, the 30th May, Mr. Kenrick in the chair, the following question was discussed, viz.:—

"Have the trustees under a trust deed, registered under section 192 of the Bankruptcy Act, the same rights in respect of property in the reputed ownership of the debtor, as his assignees in bankruptcy would have had? *Topping* v. *Keysell*, 12 W. R. 756.

Mr. Bradford opened the question in the affirmative, but the society came to a decision in the negative by a narrow majority.

COURT PAPERS.

EXCHEQUER CHAMBER.

SITTINGS IN ERROR.

The following days have been appointed for the argument of Errors and Appeals:—

QUEEN'S BENCH.

Friday..... June 16 | Saturday .....June 17

COMMON PLEAS.

Monday..... June 19 | Tuesday .... June 20

EXCHEQUER.

Wednesday .....June 21 | Thursday..... June 22

GENERAL ORDER
OF THE
HIGH COURT OF CHANCERY
AS TO THE MODE OF PROCEEDING FOR THE PROOF OF DEBTS.

Saturday, the 27th day of May, 1865.

The Right Honourable Richard Baron Westbury, Lord High Chancellor of Great Britain, with the advice and consent of the Right Honourable Sir John Romilly, Master of the Rolls, the Honourable the Vice-Chancellor, Sir Richard Torin Kindersley, the Honourable the Vice-Chancellor, Sir John Stuart, and the Honourable the Vice-Chancellor, Sir William Page Wood, doth hereby, in pursuance and execution of the powers given by the statutes 13 & 14 Vict. c. 35, and 15 & 16 Vict. c. 80, and of all other powers and authorities enabling him in that behalf, order and direct in manner following:—

1. Every advertisement for creditors affecting the estate of a deceased person, which shall be issued pursuant to any decree or order, shall direct every creditor, by a time to be thereby limited, to send to the executor or administrator of the deceased, or to such other party as the judge shall direct, or to his solicitor, to be named and described in such advertisement, the name and address of such creditor, and the full particulars of his claim, and a statement of his account, and the nature of the security (if any) held by him; and such advertisement shall be in the form number 1 in the second schedule hereto, with such variations as the circumstances of the case may require; and at the time of directing such advertisement a time shall be fixed for adjudicating on the claims.

2. No creditor need make any affidavit nor attend in support of his claim (except to produce his security), unless he is served with a notice requiring him to do so, as hereinafter provided.

3. Every creditor shall produce the security (if any) held by him, before the judge, at such time as shall be specified in the advertisement for that purpose, being the time appointed for adjudicating on the claims; and every creditor shall if required by notice in writing, to be given by the executor or administrator of the deceased, or by such other party as the judge shall direct, produce all other deeds and documents necessary to substantiate his claim before the judge, at his chambers, at such time as shall be specified in such notice.

4. In case any creditor shall neglect or refuse to comply with the preceding rule numbered 3, he shall not be allowed any costs of proving his claim, unless the judge shall otherwise direct.

5. The executor or administrator of the deceased, or such other party as the judge shall direct, shall examine the claims sent in pursuant to the advertisement, and shall ascertain, so far as he is able, to which of such claims the estate of the deceased is justly liable; and he shall, at least seven clear days prior to the time appointed for adjudication, file an affidavit, to be made by such executor or administrator, or one of the executors or administrators, or such other party, either alone or jointly with his solicitor, or other competent person, or otherwise as the judge shall direct, verifying a list of the claims, the particulars of which have been sent in pursuant the advertisement, and stating to which of such claims, or parts thereof respectively, the estate of the deceased is, in the opinion of the deponent, justly liable, and his belief that such claims, or parts thereof respectively, are justly due and proper to be allowed, and the reasons for such belief.

6. In case the judge shall think fit so to direct, the making of the affidavit referred to in the preceding rule numbered 5, shall be postponed till after the day appointed for adjudication, and shall then be subject to such directions as the judge may give.

7. At the time appointed for adjudicating upon the claims, or at any adjournment thereof, the judge may, in his discretion, allow any of the claims, or any part thereof respectively, without proof by the creditors, and direct such investigation of all or any of the claims not allowed, and require such further particulars, information, or evidence, relating thereto, as he may think fit, and may, if he so think fit, require any creditor to attend and prove his claim, or any part thereof; and the adjudication on such claims as are not then allowed shall be adjourned to a time to be then fixed.

8. Notice shall be given by the executor or administrator, or such other party as the judge shall direct, to every creditor whose claim, or any part thereof, has been allowed without proof by the creditor, of such allowance; and to every such creditor as the judge shall direct to attend and prove his claim, or such part thereof as is not allowed, by a time to be named in such notice, not being less than seven days after such notice, and to attend at a time to be therein named, being the time to which the adjudication thereon shall have been adjourned; and in case any creditor shall not comply with such notice, his claim, or such part thereof as aforesaid, shall be disallowed.

9. Any creditor who has not before sent in the parti-

culars of his claim pursuant to the advertisement, may do so four clear days previous to any day to which the adjudication is adjourned.

10. After the time fixed by the advertisement, no claim shall be received (except as before provided in case of an adjournment), unless the judge shall think fit to give special leave upon application made by summons, and then upon such terms and conditions as to costs and otherwise as the judge shall direct.

11. The rules numbered 37, 38, 41, 42, and 43, of the 35th Consolidated General Order are hereby abrogated, in so far only as the same relate to creditors.

12. Where any decree or order is made for payments by the Accountant-General to creditors, the party whose duty it is to prosecute such decree or Order shall send to each such creditor, or his solicitor (if any), a notice that the cheques may be received from the Accountant-General; and such party shall, when required, produce such decree or order, and any other papers necessary to enable such creditors to receive their cheques and get them passed.

13. Every notice by this Order required to be given shall, unless the judge shall otherwise direct, be deemed sufficiently given and served if transmitted by the post, prepaid, to the creditor to be served according to the address given by such creditor in the claim sent in by him pursuant to the advertisement, or, in case such creditor shall have employed a solicitor, to such solicitor, according to the address given by him.

14. Solicitors shall be entitled to charge and be allowed the fees set forth and referred to in the first Schedule to this Order, for business done under this Order.

15. The forms set forth or referred to in the second schedule to this Order, with such variations as the circumstances of each case shall require, shall be adopted for the respective purposes therein mentioned.

16. This Order shall come into operation on and after the 15th day of June, 1865; and the general interpretation clause in the Consolidated General Orders shall be deemed to extend to this Order; and the word "Creditor" used in this Order, and in the forms subjoined hereto, shall include a person claiming any debt or liability affecting the personal estate of a deceased person, under any Order made pursuant to the statute 13 & 14 Vict. c. 35.

WESTBURY, C.
JOHN ROMILLY, M.R.
RICHD. T. KINDERSLEY, V.C.
JOHN STUART, V.C.
W. P. WOOD, V.C.

THE FIRST SCHEDULE.

Fees and Charges to be allowed to Solicitors.

	Lower scale.			Higher scale.		
For every notice which may be sent by the post, including the sending	0	2	6	0	2	6
For every other notice, including the service	0	5	0	0	5	0
For attendances on the Accountant-General to bespeak all cheques for sums payable to creditors under any decree or order	0	6	8	0	13	4
For all other attendances on the Accountant-General and Registrar, to produce papers necessary to enable all creditors to receive their cheques under any decree or order, and get them passed	0	6	8	0	13	4
And if the number of such cheques exceeds two, for every additional number not exceeding two	0	6	8	0	6	8
Except that the last-mentioned fees shall not in any case (unless the Taxing Master shall in his discretion think fit, under special circumstances, to allow a larger amount) exceed	3	3	0	5	5	0

For all other business, the same fees and allowances as are authorized by the 2nd rule of the 38th of the Consolidated General Orders, and the regulations as to solicitors' fees subjoined thereto, and by the practice of the court, for business of a similar nature, except the special fees applicable to creditors coming in under the rules of the 35th of the Consolidated General Orders, which are abrogated by this order.

THE SECOND SCHEDULE.

Forms.

No. 1. *Advertisement for Creditors.* [Rule 1.]

Pursuant to a decree [*or*, an order] of the High Court of Chancery, made in [the matter of the estate of A. B., and in] a cause, S. against P., the creditors of A. B., late of ——, in the county of ——, who died in or about the month of ——, 18—, are on or before the —— day of ——, 18—, to send, by post, prepaid, to E. F., of ——, the solicitor of the defendant C. D., the executor [*or*, administrator] of the deceased [*or as may be directed*], their Christian and surnames, addresses and descriptions, the full particulars of their claims, a statement of their accounts, and the nature of the securities (if any) held by them; or, in default thereof, they will be peremptorily excluded from the benefit of the said decree [*or*, order]. Every creditor holding any security is to produce the same before the Master of the Rolls [*or*, Vice-Chancellor ——,] at his chambers, situated at, &c., on the —— day of ——, 18—, at —— o'clock in the ——noon, being the time appointed for adjudicating on the claims.

Dated this —— day of —— 18—.

G. H., Chief Clerk.

No. 2. *Notice to Creditor to produce Documents.* [Rule 3.]

(*Short Title.*)

You are hereby required to produce, in support of the claim sent in by you against the estate of A. B., deceased [*describe any probate, administration, deed or document required*], before the Master of the Rolls [*or*, Vice-Chancellor ——], at his chambers, situate at, &c., on the —— day of ——, 18—, at —— o'clock in the ——noon.

Dated this —— day of ——, 18—.

G. R., of &c., solicitor for the plaintiff [*or*, defendant, *or as may be*].

To Mr. S. T.

No. 3. [Rule 5.]

Affidavit of Executor or Administrator as to Claims.

In Chancery.

(*Title.*)

We, C. D., of, &c., the above-named plaintiff [*or*, defendant, *or as may be*], the executor [*or*, administrator] of A. B., late of ——, in the county of ——, deceased, and E. F., of, &c., solicitor, severally make oath and say as follows:—

I, the said E. F., for myself say as follows:—

1. I have in the paper writing now produced and shown to me, and marked A, set forth a list of all the claims the particulars of which have been sent in to me by persons claiming to be creditors of the said A. B., deceased, pursuant to the advertisement issued in that behalf, dated the —— day of ——, 18—.

And I, the said C. D., for myself say as follows:—

2. I have examined the particulars of the several claims mentioned in the paper writing now produced and shown to me, and marked A, and I have compared the same with the books, accounts, and documents of the said A. B. [*or as may be, and state any other inquiries or investigations made*], in order to ascertain, so far as I am able, to which of such claims the estate of the said A. B. is justly liable.

3. From such examination (*and state any reasons*), I am of opinion, and verily believe, that the estate of the said A. B. is justly liable to the amounts set forth in the sixth column of the first part of the said paper writing marked A; and to the best of my knowledge and belief such several amounts are justly due from the estate of the said A. B., and proper to be allowed to the respective claimants named in the said schedule.

4. I am of opinion that the estate of the said A. B. is not justly liable to the claims set forth in the second part of the said paper writing marked A, and that the same ought not to be allowed without proof by the respective claimants [*or*, I am not able to state whether the estate of the said A. B. is justly liable to the claims set forth in the second part of the said paper writing marked A, or whether such claims, or any parts thereof, are proper to be allowed without further evidence]. Sworn, &c.

No. 4. *Exhibit referred to in Affidavit No. 3.*

A

(*Short Title.*)

List of claims the particulars of which have been sent in to E. F., the solicitor of the plaintiff [*or*, defendant, *or as may be*], by persons claiming to be creditors of A. B., de-

ceased, pursuant to the advertisement issued in that behalf, dated the —— day of ——, 18—.

This paper writing, marked A, was produced and shown to ——, and is the same as is referred to in his affidavit, sworn before me this —— day of ——, 18—.

W. B., &c.

First part.—Claims proper to be allowed without further evidence.

Serial No.	Names of claimants.	Addresses and descriptions.	Particulars of claim.	Amount claimed.	Amount proper to be allowed.
				£ s. d.	£ s. d.

Second part.—Claims which ought to be proved by the claimant.

Serial No.	Names of claimants.	Addresses and descriptions.	Particulars of claim.	Amount claimed.
				£ s. d.

No. 5. *Notice to Creditor to prove his Claim.* [Rule 8.]
(*Short Title.*)

You are hereby required to prove the claim sent in by you against the estate of A. B., deceased. You are to file such affidavit as you may be advised in support of your claim, and give notice thereof to me, on or before the —— day of —— next; and to attend, by your solicitor, at the chambers of the Master of the Rolls [*or*, Vice-Chancellor ——], situate at, *&c.*, on the —— day of ——, 18—, at —— o'clock in the ——noon, being the time appointed for adjudicating on the claim.

Dated this —— day of ——, 18—.

G. R., of &c., solicitor for the plaintiff [*or*, defendant, *or as may be*].

To Mr. S. T.

No. 6. *Notice to creditor of allowance of claim.* [Rule 8.]
(*Short Title.*)

The claim sent in by you against the estate of A. B., deceased, has been allowed at the sum of £—, with interest thereon at £— per cent. per annum, from the —— day of ——, 18—, and £— for costs.

[*If part only allowed, add,* if you claim to have a larger sum allowed, you are hereby required to prove such further claim, and you are to file [*&c., as in form No. 5*].

Dated this —— day of ——, 18—.

G. R., of &c., solicitor for the plaintiff [*or*, defendant, *or as may be*].

To Mr. P. R.

No. 7. *Notice that cheques may be received.* [Rule 12.]
(*Short Title.*)

The cheques for the amounts directed to be paid to the creditors of A. B., deceased, by an order made in this [matter and] cause, dated the —— day of —— 18—, may be received at the Accountant-General's Office on and after the —— day of —— 18—.

G. R., of, &c., solicitor for the plaintiff [*or*, defendant, *or as may be*].

To Mr. W. S., *&c.*

WESTBURY, C.
JOHN ROMILLY, M.R.
RICHD. T. KINDERSLEY, V.C.
JOHN STUART, V.C.
W. P. WOOD, V.C.

MANSION-HOUSE JUSTICE ROOM.

The following regulations as to taking affidavits, declarations, and acknowledgments of deeds, at this court, have just been issued:—

1. *Hours.*—Twelve to two.

2. *Form of documents.*—Documents must be brought ready prepared or filed. The following *jurat* must be written on the left-hand corner:—

"Sworn [or declared] at the Mansion-house, in the city of London, this [twenty-seventh] day of [April], 1865, before me,

"—— Lord Mayor [or Alderman] and J. P."

And all exhibits should have the following:—

"This is the [paper, writing, or deed, or power of attorney, as it may be called] mentioned or referred to in the affidavit [or declaration] of —— sworn [or made] before me, this — day of —— 1865.

"—— Lord Mayor [or Alderman] and J. P."

4. Declarations must be in the form prescribed by 5 & 6 Will. 4, c. 62, s. 20, unless a special form is required by any revenue department, or by a subsequent or other Act.

5. Only such affidavits or declarations as are authorized by law, or necessary and proper, will be taken.

6. Affidavits must be such as justices are authorized by some statute to take;* and if under a foreign or colonial law,† in order to give validity to instruments designed to be used there, the Act or a verified extract from it should be produced.‡

7. As a general rule, declarations should be made in all cases where they are required to be used in the United Kingdom, and in our colonies (except Victoria,§ and the cases referred to in paragraph 6). In the excepted cases, and where the document is required for a foreign country, an affidavit should be made.‖

8. The magistrate will not attest the signature of any party to any deed or instrument brought to be acknowledged or verified, under a foreign or colonial law, unless it shall be shown that such law requires it to be so attested.

9. No certificate of character, or for a passport, or otherwise, will be signed by the magistrate unless the person referred to be personally known to him, or to an official of the court.

10. *Acknowledgment or ratification of deeds, &c., by married women and other parties.*—These are taken under various foreign and colonial laws, as well as according to the law and practice of Scotland.¶ It is necessary that the parties, or the solicitor, or other person introducing them, should be identified or known to the magistrate or one of the officials of the court, as those described in the deed or other instrument.

11. *Corporation or mayoralty seal.*—Documents to be sent abroad requiring this seal, after being verified before the Lord Mayor, or his *locum tenens*, should be taken to the office of the Lord Mayor's Court, Church-passage, Guildhall, where the seal will be affixed, for which a fee of 9s. 6d. is there payable, where one deponent or declarant, and each extra, 2s. The seal may be obtained between the hours of 10 and 4; on Saturdays between 10 and 2.

12. *Court fees.*—For affidavit or declaration unstamped, 1s. each person; if stamped, 1s. 6d. each person. Every exhibit, 1s. Acknowledgment of deed, 3s. 6d. each party. No fee is charged on pawnbrokers' declarations, where the article has been pledged for a sum less than 20s., or for declarations required by friendly societies and charitable institutions, or for Government pensioners or annuitants, or for affidavits in Irish bankruptcies.

13. *Stamp duty on affidavits and declarations.*—Attention is directed to the Stamp Act, 23 Vict. c. 15, schedule "Declaration" (although no document will be rejected by the magistrate for want of a stamp).

THE FRENCH LAWYERS AND THEIR TROUSERS.—At one of the last sittings of the Court of Assizes, Paris, the president made the followidg observation:—"I see here several advocates with trousers of various colours. For to-day, it is well, but henceforth the practice must be discontinued."

* Special reference is made to 24 & 25 Vict. c. 134, s. 207; 20 & 21 Vict. c. 60, s. 366; 19 & 20 Vict. c. 79, s. 22; 9 & 10 Vict. c. 95, s. 62; 19 & 20 Vict. c. 108, s. 58; 18 & 19 Vict. c. 32, s. 8.

† For Tobago, Canada, New Brunswick, the Isle of Man, &c., an affidavit is required.

‡ These are exempted from the Declaration Act by section 13.

§ 22 & 23 Vict. c. 12.

‖ 5 & 6 Will. 4, c. 62, ss. 13, 15, 18.

¶ The ratification of deeds for Scotland is exempted from the Declaration Act of 5 & 6 Will. 4, c. 62, by the 6 & 7 Will. 4, c. 43.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, May 11, 1865.

[*From the Official List of the actual business transacted.*]

GOVERNMENT FUNDS.

3 per Cent. Consols, 91⅜	Annuities, April, '85, 14⅛
Ditto for Account, Jan. 8 –90	Do. (Red Sea T.) Aug. 1908 —
3 per Cent Reduced, 89⅜	Ex Bills, £1000, 6 per Ct. par
New 3 per Cent., 89⅜	Ditto, £500, Do. pm
Do. 3½ per Cent., Jan. '94 —	Ditto, £100 & £200, Do. pm
Do. 2½ per Cent., Jan. '94 —	Bank of England Stock, 5¾ per
Do. 5 per Cent., Jan. '73 —	Ct. (last half-year), —
Annuities, Jan. '80 —	Ditto for Account, —

INDIAN GOVERNMENT SECURITIES.

India Stock, 10½ p Ct. Apr. '74	Ind. Enf. Pr., 5 p C., Jan. '72, —
Ditto for Account, —	Ditto, 5½ per Cent., May, '79, —
Ditto 5 per Cent., July, '70, 106⅜	Ditto Debentures, — per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 —	Do. Do. 5 per Cent., Aug. '66, —
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000, — pm
Ditto Enfaced Ppr., 4 per Cent. —	Ditto, ditto, under £1000, — pm

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	95
Stock	Caledonian	100	133
Stock	Edinburgh and Glasgow	100	92
Stock	Glasgow and South-Western	100	108
Stock	Great Eastern Ordinary Stock	100	47½
Stock	Do., East Anglian Stock, No. 2	100	7½
Stock	Great Northern	100	132
Stock	Do., A Stock*	100	148½
Stock	Do., B Stock	100	132
Stock	Great Southern and Western of Ireland	100	88
Stock	Great Western—Original	100	74
Stock	Do., West Midland—Oxford	100	52
Stock	Do., do.—Newport	100	48
Stock	Do., do.—Hereford	100	105
Stock	Lancashire and Yorkshire	100	122¾
Stock	London and Blackwall	100	90
Stock	London, Brighton, and South Coast	100	108
Stock	London, Chatham, and Dover	100	41
Stock	London and North-Western	100	123¾
Stock	London and South-Western	100	99½
Stock	Manchester, Sheffield, and Lincoln	100	63
Stock	Metropolitan	100	140
10	Do., New	£4:10	3¼ pm
Stock	Midland	100	136
Stock	Do., Birmingham and Derby	100	106
Stock	North British	100	55
Stock	North London	100	118
10	Do., New, 1864	5	1½ pm
Stock	North Staffordshire	100	78½
Stock	Scottish Central	100	146
Stock	South Devon	100	61
Stock	South-Eastern	100	86¼
Stock	Taff Vale	100	159
10	Do., C	3	4 pm
Stock	Vale of Neath	100	108
Stock	West Cornwall	100	49

* A receives no dividend until 6 per cent. has been paid to B.

INNS OF COURT HOTEL COMPANY (LIMITED).

The fourth half-yearly general meeting of the proprietors of this company was held on the 25th ult., at the Gray's-inn Coffeehouse; Mr. E. W. Cox in the chair.

The notice convening the meeting was read, and the minutes of the last general meeting were affirmed.

The report and accounts, of which we subjoin an abstract, were taken as read:—

In their last report the directors referred to the difficulties which, during a period of great financial pressure, they had encountered in their negotiations for obtaining a loan on mortgage to supplement the share capital of the company. They have now concluded an arrangement for raising the requisite sum by the issue of debentures for three, five, and seven years, bearing interest at six per cent. per annum, and constituting a first charge upon the estate of the company, and they are happy to inform the shareholders that the greater part of these debentures have been taken up in a very short space of time. A trust deed in the nature of a mortgage has been executed, vesting the property in trustees for the security of the debenture-holders.

The demands made for compensation having been so exorbitant as to preclude all likelihood of their being settled by agreement, the directors in every case have offered to refer the matter to arbitration as the fairest means of adjustment. With respect to No. 19, Lincoln's-inn-fields, the directors have treated for its purchase, and the proprietor having consented to let one-half of the purchase-money remain on mortgage, they consider that it will be the most economical and advantageous course for the company to become possessed of the freehold.

The directors congratulate the shareholders upon the passing, during the present session of Parliament, of the bill for concentrating all the courts of law in the immediate neighbourhood of Lincoln's-inn-fields. This measure, together with the opening of the new approaches from Holborn and the Strand, and the consequent free communication between the two, cannot fail largely to increase the value of the company's property and improve the prospect of business for the hotel.

The following directors, viz., Messrs. E. W. Cox, G. F. Gwyn, H. H. Fox, and A. S. Hill, in accordance with the articles of association, have been chosen by lot to retire, but, being eligible, offer themselves for re-election.

The auditors, Messrs. F. Maynard and J. H. Cook, also retiring, offer themselves again for re-election.

The CHAIRMAN moved the adoption of the report and accounts, and, the motion having been seconded,

Mr. RHALES inquired who were the trustees referred to in the report.

The SECRETARY replied—The Chairman, Mr. Blandy, a director, and Mr. Gregory, the solicitor of the company; the latter gentleman being a trustee for the debenture-holders.

Mr. RHALES, without any personal knowledge of Mr. Gregory, would, as a commercial man, have preferred someone wholly unconnected with the company, and inquired how much, in round numbers, had been raised by debentures.

The CHAIRMAN.—£45,000.

Mr. RHALES.—How much more do you require?

The CHAIRMAN.—We should like to have £80,000 altogether.

Mr. RHALES asked what was meant by a sum of £605 paid for procuring debentures.

The CHAIRMAN said it was two and a-half per cent. paid to solicitors who procured loans from their clients.

Mr. RHALES complained of a sum of £98 3s. 6d., which appeared in the accounts, and which, the secretary explained, was attributable to the travelling expenses of the directors. He said in various other companies those expenses were disallowed, and as the directors, in his opinion, were well paid for their services, he hoped they would pay their own travelling expenses. If the country directors would not agree to do so, then he should be prepared to elect others, for, in his opinion, it was not necessary to have country directors for a London hotel.

Mr. BLANDY said as he was one of the country directors, he might inform the meeting that the number of country shareholders, as compared with those resident in London, was about ten to one, and he should like to know why the country proprietors were not to be represented by a country director. He himself had attended board meetings no fewer than ninety-three times since the establishment of the company, his travelling expenses from and returning to Reading were 13s. 9d. each journey, and he was not disposed to act as a director unless his travelling expenses were paid.

A proprietor inquired when the building was likely to be completed.

Mr. LOCKWOOD (architect), after referring to various causes of delay in the completion of the building, and claims for compensation which had been made, said he had no doubt the company might safely look forward to commencing business in March next.

Mr. RHALES suggested the propriety of having the furniture made beforehand, so that when it was put into the building, it would be well seasoned.

Mr. LOCKWOOD concurred with Mr. Rhales, and urged the importance of giving an order for the furniture immediately.

The CHAIRMAN said the main difficulty with regard to ordering the furniture was the money. If the company could place the whole of its debentures, the furniture dealers could be paid in cash, and thus a great saving be effected. The delay in the completion of the building had arisen in consequence of claims which had been made for compensation. The Norwich Company claimed £2,000 on one side, and they were threatened with a like claim on the other. As a mere matter of pounds, shillings, and pence, it had been resolved to purchase No. 19, because that building, more than any other, had its light and air interfered with by the hotel, £3,000 out of the £5,000 purchase-money remaining on mortgage at five per cent. It produced a rental of £400, and thus the mortgage interest was provided for, whilst a surplus remained. They had offered the Norwich Company, which claimed £2,000 compensation, £500, and as the matter could not be arranged, it was now in

progress of arbitration. The company was now in a more favourable position than that which it occupied some twelve months since, because the directors were able to raise money on much more favourable terms. The directors had been censured for going to law, and it was said it was better to do anything than fight. He believed it was owing to those observations, that Messrs. Jackson & Shaw had brought an action against the company for £5,000, as a loss said to be sustained by them in consequence of their not being permitted to build the hotel. The claim, the directors knew, was wholly groundless, and therefore they resisted it, the result being that after having, on three separate occasions, failed to bring the cause to a trial, Messrs. Jackson & Shaw finally abandoned it, and were compelled to pay not only their own costs but also those of the company, amounting to £230. That proved that it would be unwise to submit because legal proceedings were threatened. He believed that the claimants would never have dared to bring the action, had it not been for the observations to which he had referred, in regard to submitting to almost anything rather than go to law.

Mr. RHALES was of opinion that the chairman was mistaken in supposing that the action was based upon the remarks to which reference had been made, and was glad the directors had resisted the claim.

A PROPRIETOR regretted there was so small an attendance (sixteen including directors and secretary) but said it was to be accounted for by the fact that shareholders never looked after their interests. (A laugh.)

A resolution for the adoption of the report and accounts passed *nem. dis.*

A motion to the following effect was also unanimously carried:—"That the purchase of No. 19, Lincoln's-inn-fields and the mortgage thereof by the company to the vendor be authorized and approved.

The directors and auditors having been unanimously re-elected,

Mr. RHALES moved a vote of thanks to the Chairman and the Board of Directors for their zeal during the past year.

The motion was passed unanimously, and a suitable acknowledgement of it by the chairman, closed the proceedings of the meeting.

CHANGE FROM BARRISTER TO SOLICITOR.—The solicitors of Ireland have ever been an influential, and, for the most part, a Conservative body. Search the College, and City, and County of Dublin voting books, and see how they have ever exercised the franchise. They have ever had to do with the Irish aristocracy and landed gentry, all of whom, with few exceptions, ever were, and still are, Conservatives, and yet, how have the Conservative Government ever treated them? Mr. Saurin, I admit, first set the transmogrification example. His own son, Mark, underwent the first transmogrifying operation; but his father was so revered by the profession that he was allowed to take that liberty uncomplained of, but the example has since been followed in the transmogrification—amongst others, of one John Smyly, who was once a barrister, but is now a solicitor, holding a Government place as such. But transmogrification is a dishonest, slight-of-hand, thimblerig trick, unworthy of the tories, who boast of not condescending to anything mean, petty, and exclusive, and the Government that practises it, and the subjects upon whom they operate, will have neither luck nor grace. The last Tory Government no sooner tried their hand at it, than they were put out, as they alleged, by a factious and scandalous piece of trickery; and has everything gone well with those who underwent the operation? But I will now pry into what is private or domestic. All I desire is that, if ever the same game again is played by a Conservative Administration, may every member of it, big and little, be laid up in a six weeks' fit of the most excruciating gout that ever was endured by mortal.—*Recollections of Ireland, by a late Professional Gentleman.*

ESTATE EXCHANGE REPORT.

AT THE GUILDHALL HOTEL.

May 26.—By Messrs. NORTON & TRIST.

Freehold estate, known as Beechwood House, situate at Tunbridge Wells, and comprising a residence, with stabling, coach-houses, pleasure grounds, and meadow land, containing about 38 acres—Sold for £18,500.

Freehold paddock, situate in Friar Stile-road, Richmond, containing 2a 3r 34p—Sold for £3,600.

Freehold and copyhold estate, known as Magdalen Lever Hall Farm, comprising farmhouse, buildings, and several enclosures of arable and meadow land, containing 223a 1r 29p, situate in the parish of Northweald Bassett, Essex—Sold for £8,500.

Freehold estate, known as Paris Hall Farm, situate as above, and comprising farmhouse, buildings, and several enclosures of arable, meadow, and pasture land, containing 133a 0r 21p—Sold for £4,570.

Leasehold, 14 houses, situate in Trundley's-lane and Lee-terrace, Lower-road, Deptford, producing £238 per annum; term, 99 years from Lady-day, 1857; ground-rent, £40 per annum—Sold for £1,065.

Freehold ground-rents amounting to £28 per annum, secured on houses in Domingo-street, Old-street, St. Luke's—Sold for £1,150.

May 29.—By Messrs. WILKINSON & HORNE.

Freehold, 2 residences and plot of land, situate at Wimbledon, Surrey—Sold for £1,425.

May 30.—By Messrs. DRIVER.

Freehold and copyhold estate, situate near Chelmsford and Maldon, Essex, comprising Stow Hall, Great and Little Martins, and Cold Norton Farms, with farm-houses and buildings, containing 206 acres of arable and grass land, and producing £216 per annum—Sold for £4,350.

Leasehold, 2 mansions, being Nos. 42 and 75, Onslow-square, Brompton, producing £300 per annum; term, 86 years from 1849; ground-rent, £17 per annum—Sold for £4,710.

Leasehold, 7 residences and premises, being Nos. 1 to 6, and 12, Sumner-place, Onslow-square, Brompton, producing £638 10s. per annum; term, 85 years from 1850; ground-rent, £35 per annum—Sold for £9 330.

Leasehold, 10 residences and premises, being Nos. 1 to 10, Sumner-terrace, Brompton, producing £825 per annum; term, 86 years from 1849; ground-rent, £50 per annum—Sold for £12,330.

Leasehold mansion, being No. 17, Southwick-crescent, Hyde-park; let at £292 per annum; term, 96 years from 1840; ground-rent, £2 per annum—Sold for £4,570.

AT GARRAWAY'S.

May 26.—By Mr. EDWARD SAUNDERS.

Freehold residence, stabling, outbuildings, pleasure grounds, and paddock, containing 5a 2r 8p, situate at West-hill, Wandsworth, Surrey—Sold for £6,450.

May 29.—By Messrs. CRAWTER & DEATH.

Copyhold residence and meadow land, situate in Church-lane and Hamstead-end, Cheshunt, containing 9a 0r 1p—Sold for £2,495.

May, 30.—By Messrs. EDWIN FOX & BOUSFIELD.

The beneficial interest in the lease of the professional residence, No. 45, Threadneedle-street; term, 21 years from 1863, at a rent of £90 per annum—Sold for £2 000.

Leasehold residence, known as Woodville House, Forest-hill; term, 62 years from 1856; ground-rent, £30 per annum—Sold for £1,550.

Leasehold villa, known as Woodville, situate as above; let at £75 per annum; term, 63 years from 1855; ground rent, £12 per annum—Sold for £1,130.

Leasehold cottage, being No. 8, Debnam-road, Rotherhithe, and plot of building land; let at £36 per annum; term, 99 years from 1861; ground rent, £4 per annum—Sold for £320.

Leasehold house, being No. 18, Canterbury-road, Ball's-pond, let at £28; term. 99 years from 1852; ground rent, £3 5s. per annum—Sold for £225.

By Messrs. BROAD, PRITCHARD, & WILTSHIRE.

Freehold and leasehold estate, comprising houses, shop, and stabling, &c., situate in Gray's-inn-road; let at £192 per annum—Sold for £3,200.

Freehold, 4 houses, 2 with shops, situate at Penge, Surrey, producing £150 per annum Sold for £1,665.

Leasehold, 2 shops and houses, being Nos. 14 and 143, St. John-street-road, Clerkenwell; term, 23 years unexpired, producing £90 per annum—Sold for £750.

Leasehold house, being No. 22, Grove-street, High-street, Camden-town; let at £34 per annum; term, 36 years unexpired; ground-rent, £1 per annum—Sold for £335.

June 1.—By Messrs. EGLEY & AYLETT.

Leasehold residence, being No. 1, The Meadow, Sutton, Surrey; estimated annual value, £75; term. 83 years from 1864; ground-rent, £15 15s. per annum—Sold for £800.

AT THE CLARENCE ARMS HOTEL, TEDDINGTON.

May 24.—By Mr CHANCELLOR.

Copyhold residence, situate at Twickenham, with coach-house and stable—Sold for £2,600.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BENNETT—On May 17, at Belfast, the wife of Edward Bennett, Esq., Middle Temple, of a son.

BURRELL—On May 25, at Gosport, Hants, the wife of W. F. Burrell, Esq., Solicitor, of a daughter.

FERGUSON—On May 18, at Dublin, the wife of David Ferguson, Esq., Solicitor, of a daughter.

GRIFFIN—On May 17, at Dublin, the wife of Robert Griffin, Esq., Barrister-at-Law, of a son.

MACRORY—On May 25, at Dublin, the wife of Robert J. Turnley Macrory, Esq., Solicitor, of a son.

RENDALL—On May 30, at Notting-hill, the wife of J. Rendall, Esq., Inner Temple, Barrister-at-Law, of a son.

SAW—On May 22, at Greenwich, the wife of S. Saw, Esq., Solicitor, of a son.

MARRIAGES.

GOY—DODSON—On May 23, at Handsworth, Henry Cox Goy Attorney-at-Law, and Conveyancer of Louth, to Mary, eldest daughter of Mr. Edward Dodson, of Handsworth Hall.

HILL—DOBBS—On May 19, in Cushendun, the Rev. Francis Thomas

Hill, Vicar of Terling, Essex, to Kate, youngest daughter of Conway E. Dobbs, of Glendun Lodge, County Antrim, Esq., Q.C.

JENNINGS—CUTHBERT—On May 24, at Diss, Norfolk, F. B. Jennings, Esq., Ipswich, Solicitor, to Catherine L., daughter of H. Cuthbert, Esq., of that place.

MULREADY—STALEY—On May 25, at West Ham, Essex, M. Mulready, Artist, late of Linden-grove, Bayswater, to Fanny I., daughter of A. Staley, Esq., Solicitor.

SAUNDERS—BRIDGMAN—On May 25, at St. Andrew's, Plymouth, F. de Veulle, Lieut. H.M.'s Canopus, son of W. Saunders, Esq., Commissioner in Bankruptcy, Birmingham, to Louisa M., daughter of C. V. Bridgman, Esq., Tavistock.

DEATHS.

BLAKENEY—On May 22, at Termonfeekin, county Louth, Belinda, relict of John Blakeney, Esq., of Galway, Solicitor.

BURCHELL—On May 26, at Petersham, Sophia, wife of W. Burchell, Esq., Solicitor, of Westminster.

CLAY—On May 24, at Brighton, Jessy, relict of the late C. H. Clay, Esq., formerly Registrar of the Supreme Court of Madras, aged 64.

LEWERS—On May 28, W. Carleton, son of W. Lewers, Esq., Barrister-at-Law, Upper Hornsey Rise.

OSBORNE—On May 24, at Dublin, Robert W. Osborne, Esq., Barrister-at-Law.

SIMPKINSON—On May 20, at Rome, the Marchesa M. Paulucci (de Calboli), daughter of the late Sir Francis Simpkinson, Esq., Q.C.

STREET—On May 3, at St. John's, New Brunswick, the Hon. John A. Street, of Fredericton, New Brunswick, late Attorney-General of that Province.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

HARRISON, Rev. WILLIAM BAGSHAW, Grayton-le March, Lincolnshire, and the Rev. HENRY HARRISON, Christchurch, Sussex. £107 0s. 7d. Reduced £3 per Cent. Annuities—Claimed by said W. B. Harrison and H. Harrison.

LEE, EDWARD, Sidmouth, Devon, deceased, and ARCHIBALD BOYD, Londonderry, Esq., deceased. 1 Dividend on the sum of £3,271 13s. 6d. Consolidated £3 per Cent Annuities—Claimed by Rev. Sackville Usher Bolton Lee, surviving executor of Edward Lee, deceased, who was the survivor.

MAURICE, Rev. MICHAEL, Ladbroke Villas, Notting-hill, deceased, and THOMAS SWAIN, Old Jewry, Gent., deceased. £650 New £3 per Cent. Annuities—Claimed by Rev. J. F. D. Maurice, and W. Powell, executors of M. Maurice, who was the survivor.

MCCULLUM, WILLIAM, Liverpool, Merchant, CHARLES EDWARD MORGAN, Stafford, Wine Merchant, and JOHN SMITH, Rugeley, Stafford, Esq. £19 1s. Consolidated £3 per Cent. Annuities—Claimed by said W. McCullum, the survivor.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, May 26, 1865.

LIMITED IN CHANCERY.

London and Colonial Bank (Limited).—Petition for winding-up, presented May 20, directed to be heard before the Master of the Rolls on June 3. Gibbs & Co, Lothbury, solicitors for the petitioners.

TUESDAY, May 30, 1865.

LIMITED IN CHANCERY.

Aberaman Iron Works (Limited).—Petition for winding-up, presented May 25, to be heard before V.C. Kindersley, June 9. Sole & Co, Aldermanbury, Solicitors for the petitioner.

Cappagh Mining Company (Limited).—Creditors are required, on or before June 8, to send their names and address, and the particulars of their debts or claims, to Mr. Fredk Whinney, Serle-st, Lincoln's-inn, the official liquidator.

London and Scottish Bank (Limited).—Order made by the Master of the Rolls to wind up the above Company, dated May 6.

Metropolitan Ice Company (Limited).—Petition for winding-up, presented May 25, to be heard before the Master of the Rolls on June 10. Redpath, Suffolk-lane, Solicitor for the petitioner.

Maresfield Gunpowder Company (Limited).—The Master of the Rolls has appointed Herbert Harris Cannan, Gresham-st, to be official liquidator of the above Company. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 26, 1865.

Hick, Jas Fras, Leeds, Ironmonger. June 2. Millar *v* Hick, V.C. Kindersley.

Eade, Wm, Uggeshall, Suffolk, Retired Farmer. June 10. Eade *v* Eade, V.C. Wood.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 26, 1865.

Brooke, Thos John Langford, Chester, Esq. July 10. Tathams & Co, Old Jewry.

Byrne, Georgiana Mary, Knightsbridge. June 30. Farrer & Co, Lincoln's-inn-fields.

Cox, Francis, Birm, Gent. July 6. Duke, Birm

Dean, Jas, Salford, Lancaster, Calico Printer. June 24. Welsh, Manch.

Dilley, David Daniel, Gee-st, St Luke's, Tailor. July 8. Child.

Elton, Arthur, Brighton, Sussex, Esq. July 31. Harrison & Co, Bedford-row.

Goodwin, Edwd, Ipswich, Grocer. July 1. Jackaman & Son, Ipswich.

Hunter, Margaret, River-ter North, City-rd. May 18. Tilleard & Co, Old Jewry.

Keay, John, Aston, Birm, Brassfounder. July 6. Duke, Birm.

Kent, John, Upper Ebury-st, Pimlico, Carman. July 8. Child.

Merry, Thos, jun, Fenchurch-st, East India Broker. Aug 22. Lindsay & Mason, Basinghall-st.

Packer, Stephen, St Lawrence, Kent, Yeoman. July 6. Martin & Daniel.

Penny, Geo Jessy, Berkeley-pl, Edgware-rd, House Decorator. July 5. Bartleys & Saxton, Portman-sq.

Pickop, Jas, Blackburn, Surgeon. Aug 24. Pickop, Blackburn.

Walters, Hy, Acle, Norfolk, Gent. June 26. Newman, Canon-st.

Whitfield, Geo, Sydney, New South Wales, Gunmaker. Sept 30. Whitfield.

Wilson, Eliza, Blackhurst, Kent, Widow. Aug 24. Fox, Old Broad-st.

Wilson, Ford, Ticehurst, Sussex, Esq. Aug 24. Fox, Old Broad-st.

Wilson, Josiah, Stonard House, Stamford-hill, Esq. Aug 24. Fox Old Broad-st.

TUESDAY, May 30, 1865.

Bott, Ann, Cossington, Leicester, Widow. Aug 31. J. & S. Harris, Leicester.

Bower, Mary, Acton Bridge, Chester, Widow. June 14. Cheshire, Northwich, Cheshire.

Bower, Nicholas, Acton Bridge, Chester, Publican. June 14. Cheshire, Northwich, Cheshire.

Brunskill, John, Kendal, Westmorland, Gent. July 1. Harrison & Son, Kendal.

Carter, Rebekah, Bumstead Hall, Essex, Widow. July 6. Jackson, Haverhill, Suffolk.

Craven, Hon Marie Clarisse, Kent-ter, Regent's-park, Widow. July 10. Hayes & Co, Russell-sq.

Driver, John, Chertsey, Surrey, Draper. July 8. Child.

Farrow, Thos, Bury St Edmunds, Suffolk, Builder. Aug 1. Farrow, Bungay, Suffolk.

Hodgson, Wm, Otley, York, Draper. July 25. Payne & Co, Leeds.

Horner, Catherine Mary, Strand, Widow. July 1. Grover, King's-bench-walk, Temple.

Lascelles, Hon Edwin, Eccleston-st, Belgrave sq. July 1. Currie & Williams. Lincoln's-inn-fields.

Rogers, Richd Banks, Deal, Kent, Gent. July 6. Stillwell, Dover.

Stringer, Eliz, Leeds, York, Spinster. July 1. Blackburn & Son, Leeds.

Turton, Mary, Holywell, Flint, Spinster. July 30. Williamson, Lincoln's-inn.

Webb, Robt, Wm, Shirley, Warwick, Gent. Aug 1. Webb, Birm.

Assignments for Benefit of Creditors.

FRIDAY, May 26, 1865.

Howard, Wm Liddon, & Chas Liddon Howard, Boxmore, Herts, Timber Merchants. May 8. Walters & Gush, Basinghall-st.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 26, 1865.

Arrowsmith, Peter Rothwell, Bolton, Lancaster, Cotton Spinner. May 19. Asst. Reg May 24.

Bell, Geo, Bellingham, Northumberland, Builder. May 4. Conv. Reg May 25.

Bunn, Benj, Birm, Draper. April 28. Conv. Reg May 24.

Cocking, Richd Coulston, Peckham, Surrey, House Agent. April 27. Comp. Reg May 25.

Coghlan, Chas, Kensington-park West, Gent. April 29. Comp. Reg May 25

Cooke, Joseph, Shrewsbury, Salop, Corn Factor. May 10. Asst. Reg May 25.

Cooper, Geo Fredk, Portsea, Southampton, Dealer. May 15. Conv. Reg May 26.

Cope, John, Portsea, China and Glass Dealer. May 23. Conv. Reg May 26.

Cripps, Chas, Dartford, Kent, Publican. April 26. Conv. Reg May 24.

Crofts, Edwin, East-st, Walworth, Surrey, Agent. May 18. Comp. Reg May 25.

Duggan, David, Sheffield, York, Draper. May 19. Conv. Reg May 25.

Fish, Benj, Woolfold, Lancaster, Cotton Manufacturer. May 2. Asst. Reg May 25.

Franklin, Hy, Elizabeth-ter, Notting Hill, Boot Maker. April 24. Comp. Reg May 22.

Geary, Wm, Bristol, Grocer. May 13. Conv. Reg May 26.

Gregson, John, Padiham, Wm Gregson, Blackburn, & Richd Walsh, Blackburn, Lancaster, Manufacturers. May 2. Comp. Reg May 26.

Halhead, Hilton, & Francis Hilton Halhead, Lpool, Timber Merchants. May 16. Asst. Reg May 24.

Henshall, Geo, Congleton, Chester, Grocer. April 29. Asst. Reg May 23.

Jacob, John Woolcock, Camborne, Cornwall, Builder. April 27. Conv. Reg May 24.

Kensey, Rowland, Dudley, Worcester, Grocer. May 1. Comp. Reg May 25.

Leonard, John, Burnham, Somerset, Miller. May 1. Conv. Reg May 26.

Little, Wm, Wednesbury, Stafford, Draper. April 28. Conv. Reg May 25.

Lugg, John Robt, Plymouth, Devon, Licensed Victualler. May 1. Comp. Reg May 25.

McCreadie, John, Manch, Joiner. May 18. Comp. Reg May 24.

Morgan, Emma, Plymouth, Devon, Widow. May 13. Asst. Reg May 25.

Nicklin, Thos, Burslem, Stafford, Cabinet Maker. April 28. Asst. Reg May 24.

Nolan, Geo, Lpool, Merchant. May 12. Comp. Reg May 25.

Oxlade, Thos, Staines, Middx, Grocer. April 25. Comp. Reg May 23.

Paull, Wm Warr, Gt Dover-st, Surrey, Builder. May 22. Comp. Reg May 26.

Raggatt, Wm, Birm, Leather Seller. May 8. Conv. Reg May 25.

Rich, Joseph, Richville-pk-gate, Chester, Coffee Planter. April 26. Conv. Reg May 24.

Russell, Mark, & Catherine Russell, Mile-town, Sheerness, Kent, Furniture Dealers. April 29. Comp. Reg May 23.

Savage, Wm, Fiskerton, Nottingham, Farmer. April 29. Comp. Reg May 25.
Smith, Hy Barrows, & Saml Follows Taylor, Nottingham, Hosiers. May 3. Comp. Reg May 26.
Stone, Isaac, Manch, Wholesale Clothier. May 12. Comp. Reg May 25.
Taylor, John, Leeds, Cab Proprietor. May 11. Comp. Reg May 24.
Toppin, Wm, & Wm Wingrave Toppin, Carlisle, Drapers. April 29. Comp. Reg May 26.
Underwood, Benj, Cambridge-rd, Mile End, Confectioner. May 22. Comp. Reg May 25.
Whitehead, Geo Holmes, Leeds, York, Joiner. May 13. Comp. Reg May 25.
Wisely, Wm, & John Pearson, Manch, Merchants. May 9. Conv. Reg May 24.

TUESDAY, May 30, 1865.

Abud, Wm Thos, Colville-rd, Bayswater, Banker's Clerk. May 3. Comp. Reg May 26.
Allan, Richd, sen, Scarborough, Builder. May 1. Conv. Reg May 27.
Appleyard, John, & Geo Mann, Bradford, Worsted Spinners. May 15. Conv. Reg May 29.
Barker, David, jun, Manch, Crinoline Skirt Manufacturer. May 29. Comp. Reg May 30.
Bennett, Benj Nisbett, Twickenham, Middx, Ironmonger. May 26. Comp. Reg May 30.
Bedrossian, Ohanes, Manch, Merchant. May 25. Comp. Reg May 30.
Bithrey, Thos, Woolwich, Linen Draper. April 28. Comp. Reg May 26.
Bottomley, Joseph, Littleborough, Lancaster, Cotton Spinner. May 2. Asst. Reg May 29.
Brackenridge, Wm, Birm, Draper. April 29. Conv. Reg May 27.
Bradford, Ellen, Walton-villas, Brompton. May 23. Comp. Reg May 29.
Browne, Wm, Macclesfield, Chester, Silk Manufacturer. May 23. Comp. Reg May 25.
Brown, Jeremiah Sharp, & Jas Laurie Brown, Smethwick, Stafford, Wire Drawers. May 25. Asst. Reg May 26.
Bulmer, Fredk, Stanley-st, Pimlico, Clerk in Post Office. May 3. Arr. Reg May 30.
Cavit, Thos Emmerton, Hatton-garden, Wholesale Gasfitter. May 16. Comp. Reg May 27.
Chadwick, Fredk, Crooked-lane, Architect. May 20. Comp. Reg May 29.
Chambers, John, Norwich, Travelling Draper. May 8. Asst. Reg May 29.
Clough, Fras, Gresham House, Merchant. May 26. Asst. Reg May 29.
Constantine, Pickles, Bradford, York, Stuff Manufacturer. May 22. Comp. Reg May 29.
Crossland, Fredk, Bolton, Lancaster, Brass Founder. May 1. Conv. Reg May 27.
Cross, Alfred, Southampton, Boot Maker. May 1. Comp. Reg May 26.
Dearden, Wm, Nottingham, Bookseller. May 5. Conv. Reg May 27.
Derschl, Hermann, & Chas Old, Dean-st, Soho, Manufacturing Upholsterers. April 29. Asst. Reg May 26.
Dickinson, Edwd, Lpool, out of business. May 17. Asst. Reg May 30.
Durant, Anguish Honour Augustus, Pimlico, Middx, Gent. May 29. Comp. Reg May 30.
Edwards, Geo, Nottingham, Bonnet Manufacturer. May 4. Comp. Reg May 29.
Ellis, Louisa Tunstall Mazzoni, Islington, Mourning Flower Maker. May 19. Comp. Reg May 27.
Fachiri, Andrew, & Nicholas Fachiri, Cullum-st, Merchants. April 28. Comp. Reg May 26.
Fleming, John, Lpool, Hardware Merchant. May 2. Conv. Reg May 29.
Fowler, Wm Hy, Wotton-under-Edge, Gloucester, Grocer. May 18. Comp. Reg May 30.
Furbank, Wm, Sheffield, Grocer. May 16. Comp. Reg May 29.
Genese, Saml, Lpool, Print Seller. May 17. Arr. Reg May 30.
Groom, Wm, Burnham Westgate, Norfolk, Grocer. May 1. Comp. Reg May 25.
Haddan, John Coope, Besborough-gardens, Civil Engineer. May 27. Inspectorship. Reg May 30.
Harrison, Jonathan, Bewaldeth, Cumberland, Husbandman. May 8. Conv. Reg May 27.
Holland, Corbett, Leamington, Gent. May 25. Comp. Reg May 29.
Koning, Hy, Pentonville, Seedsman. May 29. Comp. Reg May 29.
Lawrance, John, Manch, Grocer. May 13. Comp. Reg May 29.
Laycock, Wm, Lpool, Oil Dealer. May 5. Asst. Reg May 27.
Livesey, Thos, & Elijah Haydock, Oswaldtwistle, Lancaster. May 16. Comp. Reg May 27.
Nevill, Edmd Berrey, & Nevill Geo Nevill, Nottingham, Lace Manufacturers. May 10 Conv. Reg May 29.
Packer, Thos Ward, Old Ford, Bow, Petroleum Merchant. May 23. Comp. Reg May 26.
Pointon, Vincent, Birm, Coffin Furniture Manufacturer. May 15. Asst. Reg May 29.
Potts, Wm Mowbray, Durham, Provision Dealer. May 18. Comp. Reg May 26.
Pound, Matthew, Leather-lane, Wholesale Druggest. May 5. Comp. Reg May 30.
Ramsbottom, Jane, & Amelia Ramsbottom, Wardle, Cotton Spinners. May 6. Asst. Reg May 29.
Redway, Thos, Exmouth, Devon, Shipowner. May 22. Inspectorship. Reg May 30.
Robinson, Wm, Northampton, Shoe Manufacturer. May 13. Asst. Reg May 26.
Smart, Alfred, Bath, Baker. May 24. Asst. Reg May 29.
Strangways, Richd, Chiswell-st, St Luke's, Draper. May 2. Arrt. Reg May 27.
Wall, Geo Chas, Old-rd, Stepney, Cheesemonger. May 19. Comp. Reg May 29.
Walton, Jas, Manch, Cap Manufacturer. April 28. Comp. Reg May 26.
Waumsley, Edwd Robt, Louth, Lincoln, Ironmonger. May 1. Conv. Reg May 27.
Weller, Wm Winton, Ebury-st, Eaton-sq, Gent. April 29. Arr. Reg May 27.
Widdop, Hy, Halifax, York, Grocer. May 27. Conv. Reg May 30.
Wilkinson, Edwin, Leeds, York, Cloth Manufacturer. May 24. Comp. Reg May 26.
Wilson, Thos, High-st, Islington, Oilman. May 16. Comp. Reg May 27.

Bankrupts.

FRIDAY, May 26, 1865.

To Surrender in London.

Ames, Ben Gregory, Prisoner for Debt, Maidstone. Adj May 18. June 5 at 1. Aldridge.
Andrews, John Fredk, Fenchurch-st, Coal Factor. Pet May 18. June 8 at 11. Beard, Basinghall-st.
Anton, Geo Nairne, Westminster, Railway Agent. Adj May 18. June 14 at 11.
Auger, Jas, Westminster, Coal Dealer. Adj May 18. June 14 at 11.
Barratt, Wm May, Prisoner for Debt, Lancaster. Adj May 17. June 8 at 1.
Block, Siegward, Elmore-st, Islington, Clerk. Pet May 23. June 6 at 2. Riches, King's Bench-walk.
Butler, Chas, sen, Prisoner for Debt, London. Adj May 18. June 8 at 1.
Chapman, Chas Pearce Lloyd, Abchurch-yard, Canon-st, Merchant. Pet May 23. June 5 at 2. Lawrance & Co, Old Jewry-chambers.
Collins, Edwd Jas Mortimer, Prisoner for Debt, London. Pet May 22 (for pau). June 5 at 1. Chapple, Doctors'-commons.
Constable, Wm Edwd, High-st, Peckham, Carman. Pet May 22 June 6 at 1. Stacey, Southampton-st.
Cooke, Issac, Prisoner for Debt, Norfolk. Adj May 16. June 14 at 12.
Cornand, Anguste, Wills-rd, Hammersmith, Horse Dealer. Pet May 23. June 6 at 1. Lewis, Gt Mariborough-st.
Cox, Saml, Child's-hill, Hampstead, Baker. Pet May 20. June 9 at 11. Biggenden, Southampton-bldgs.
Driver, John Tuff, Prisoner for Debt, London. Pet May 24 (for pau). June 7 at 12. Hill, Basinghall-st.
Everitt, Wm, Elmstead, Essex, Cattle Dealer. Pet May 23. June 8 at 11. Jones, Colchester.
Faulkner, Wm, Prisoner for Debt, Aylesbury. Adj May 22. June 7 at 11. Aldridge.
Field, Eleanor Sarah, Carlisle-st, Westminster, Widow, Hair Dresser. Pet May 24. June 7 at 12. Fraser & May, Dean-st, Soho.
Forbes, Thos Chas, Prisoner for Debt, London. Adj May 18. June 8 at 12.
Goddard, Wm, Prisoner for Debt, London. Adj May 20. June 8 at 1.
Goodwin, Wm Saml, Leicester-sq, Glass Engraver. Adj May 18. June 14 at 12.
Gough, Thos Armstrong, Oxford-ter, Edgware-rd, no business. Pet May 22. June 9 at 12. Lewis & Lewis, Ely-pl.
Griffiths, Owen, Prisoner for Debt, London. Adj May 18. June 5 at 12. Aldridge.
Griffiths, Wm, Woolwich, Kent, Grocer. Pet May 22. June 6 at 1. Reed, Guildhall-chambers.
Harding, Robt Stanton, Prisoner for Debt, London. Adj May 18. June 5 at 12. Aldridge.
Harvey, Jas, Prisoner for Debt, Winchester. Pet May 22. June 8 at 12. Bailey, Winchester.
Haslam, Chas Richd, Salisbury, Linendraper. Pet May 22. June 5 at 1. Shiers, Strand.
Holmes, Jas, Chepstow-villas, Bayswater, Comm Agent. Pet May 24. June 6 at 2. Daniels, Chancery lane.
Hooman, Clement, Lawrance-lane, Warehouseman. Pet May 17. June 8 at 1. Sydney & Son, Finsbury-circus.
Hooper, Wm Fredk, Gray's-inn-square, Architect. Pet May 19. June 7 at 12. Treherne & Co, Aldermanbury.
Innes, Jas, Prisoner for Debt London. Pet May 25 (for pau). June 8 at 11. Bramwell, Basinghall-st.
King, Augustus Fredk, Deptford, Kent, Comm Agent. Adj May 18. June 9 at 1.
Lane, Wm, Vauxhall-bridge-rd, Stone Mason. Pet May 20. June 7 at 12. Elliott, Pimlico.
Lorrain, John, Prisoner for Debt, Springfield. Adj May 20. June 8 at 12.
Lovett, Thos Edwd, Prisoner for Debt, London. Adj May 18. June 8 at 1.
Phillips, Thos, Mape-street, Bethnall green, Turner. Pet May 24 June 9 at 2. Marshall, Hatton garden.
Raynham, Wm, Prisoner for Debt, London. Adj May 18. June 5 at 12. Aldridge.
Roberts, Jas, Prisoner for Dept. London. Adj May 18. June 8 at 1.
Sharp, Joseph, Prisoner for Debt, London. Pet May 20. June 5 at 1. Earle, Holborn.
Spencer, John, Kingsland-rd, Willow Bonnet Manufacturer. Pet May 23. June 8 at 11. Phelp, Bucklersbury.
Sternberg, Heber, Oxford-ter, Clapham rd, Attorney's Clerk. Pet May 23. June 9 at 12. Godfrey, Gray's-inn.
Sutcliffe, Robt, Clare-st, Clare-mrkt, Licensed Victualler. Adj May 18 June 9 at 2.
Thomas, Wm Hy, Deptford, Kent, Furniture Dealer. Pet May 24. June 7 at 12. Drew, Basinghall-st.
Traish, Albert John, Prisoner for Debt, Essex. Adj May 20. June 7 at 11. Aldridge, Basinghall-st.
Triggs, Robt Waddington, Blackheath-hill, Greenwich, Watchmaker. Pet May 22. June 9 at 12. Sadgrove & Son, Mark-lane.
Turbuard, Walter, Upper Cleveland st. Fitzroy-sq, Grocer. Pet May 23. June 9 at 1. Cooper, St Martin's-lane.
Wheeler, Chas, Old Quebec-st, Oxford-st, Dealer in Fancy Goods. Pet May 17. June 6 at 12. Wild & Barber, Ironmonger-lane.
Wheeler, Wm, Lisson-grove North, Plumber. Pet May 23. June 5 at 1. Hill, Basinghall-st.
Whybro, Edwd, jun. Prisoner for Debt, London. Pet May 24. June 8 at 12. Drew, Basinghall st.
Wilkins, Adolphus Isaac, Devonshire-st, Notting-hill, Baker. Pet May 24. June 7 at 11. Hallam, New Boswell-court.

Winkler, David Edwd, New-st, Bishopsgate-st, Bookbinder. Pet May 24. June 8 at 12. Stackpool, Finner's-hall.
Wonnacott, Thos, Prisoner for Debt, London. Adj May 18. June 5 at 12. Aldridge.

To Surrender in the Country.

Ashford, Richd Adams, Maldon, Essex, out of business. Pet May 22. Maldon, June 8 at 10. Digby, Maldon.
Aston, Richd, Wm Aston, & Jas Francis, Birm, Gunmakers. Pet May 22. Birm, June 9 at 12. Allen, Birm.
Aston, Wm, Barrow-in-Furness, Lancaster, Currier, Pet May 22. Ulverston, June 1 at 11. Relph, Ulverston.
Bamford, Saml, Prisoner for Debt, Hereford. Pet May 20. Birm, June 9 at 12. Griffin, Birm.
Bardsley, Joseph, Manch, Saddler. Pet May 24. Salford, June 17 at 9.30. Gardner, Manch.
Bedford, Thos, Prisoner for Debt, Stafford. Pet May 23. Birm, June 12 at 12. James & Griffin, Birm.
Billman, Thos, Manch, Fish Carer. Pet May 22. June 14 at 12. Marsland & Addleshaw, Manch.
Carter, Edwd Thos Bridgen, Stapleton, nr Taunton, Somerset, Flax Dresser. Pet May 23. Exeter, June 9 at 11. Hirtzel, Exeter.
Child, John, Abergavenny, Monmouth, Innkeeper. Pet May 23. Bristol, June 7 at 11. Goolden, Bristol.
Dare, Lawrance, Bridgwater, Somerset, Stone Mason. Pet May 22. Bridgwater, June 7 at 10. Smith, Bridgwater.
Davies, Saml, Kington, Hereford, Licensed Victualler. Pet May 22. Birm, June 7 at 12. James & Griffin, Birm.
Digney, Thos, Lpool, Provision Dealer. Pet May 22. Lpool, June 13 at 3. Henry, Lpool.
Eastwood, John, Prisoner for Debt, Lancaster. Adj April 12. Lancaster, June 12 at 11.
Evans, Rich, Usk, Monmouth, Innkeeper. Pet May 20. Usk, June 9 at 11. Sacye, Abergavenny.
Fazakerley, John, Lpool, Timber Merchant. Pet May 22. Lpool, June 9 at 11. Etty, Lpool.
Foxwell, Chas, Wells, Somerset, Innkeeper. Pet May 24. Bristol, June 7 at 11. Abbot & Leonard, Bristol.
Hartley, Wm, Stockton, York, Farmer. Pet May 22. York, June 7 at 11. Grayston junr, York.
Herman, Hy, Newbury, Berks, Grocer's Assistant. Pet May 19. Newbury, June 2 at 11. Cave, Newbury.
Holdstock, Benj, Luton, Bedford, Plait Dealer. Pet May 22. Luton, June 10 at 1. Jones, Strand.
Jarrett, Thos, Marston Sicca, Gloucester, out of business. Pet May 23. Stratford-on-Avon, June 12 at 11. Greves, Stratford-on-Avon.
Johnson, Wm, Yawthorpe, Corringham, Lincoln, Farm Bailiff. Pet May 20. Gainsborough, June 14 at 10. Bladon, Gainsborough.
Jones, Wm, Pontlottyn, Glamorgan, Contractor. Pet May 24. Merthyr Tydfil, June 9 at 11. Plews, Merthyr Tydfil.
King, Jas, Prisoner for Debt, Lpool. Adj May 17. Lpool, June 9 at 11.
Laporte, Chas Knoll, Prisoner for Debt, Lpool. Adj May 17. Lpool, June 7 at 11.
Lapsley, Claud, Prisoner for Debt, Lpool. Adj May 17. Lpool, June 7 at 11.
Lawson, Saml, jun, Leeds, out of business. Pet May 22. Leeds, June 12 at 11. Spiratt, Leeds.
Lemmon, Wm, Wisbech, Cambridge, Fisherman. Pet May 22. Wisbech, June 8 at 12. Ollard, Wisbech.
Longstaff, John, Durham, Innkeeper. Adj May 17. Durham, June 6 at 10. Stafford, Durham.
McDonald, Thos, Lpool, Manager for a firm of Brewers. Pet May 25. Lpool, June 5 at 12. Martin, Lpool.
McIver, Mary, Newcastle-upon-Tyne, out of business. Pet May 23. Newcastle, June 10 at 10. Bush.
Mannix, Wm, jun, Wolverhampton, Oil of Vitrol Manufacturer. Pet May 23. Birm, June 9 at 12. James & Griffin, Birm.
Massingham, Hy, Bristol, Shoe Maker. Pet May 17. Bristol, June 9 at 11. Press & Inskip, Bristol.
Mercer, Edmd, & John Mercer, Canada Dock, Lpool, Timber Merchants. Pet May 17. Lpool, June 8 at 11. Watson & Son, Lpool.
Milner, Briggs, Leigh, Lancaster, Grocer. Pet May 24. Leigh, June 7 at 1. Edge, Bolton.
Mitchell, Mark, Morley, Batley, York, out of business. Pet May 24. Dewsbury, June 9 at 3. Scott, Leeds.
Moll, Rudolph Fredk, Manch, Merchant. Pet May 23. Manch, June 16 at 11. Goulden, Swinbourne, and Parker, Manch.
Neville, Wm, Gt Bentley, Essex, Blacksmith. Pet May 22. Colchester, June 10 at 12. Jones, Colchester.
Newton, Robt, jun, Mowtley, Leicester, Farmer. Pet May 22. Market Harborough, June 13 at 11. Rawlins, Market Harborough.
Page, Wm, Moxley Bilston, Stafford, Draper. Pet May 22. Birm, June 7 at 12. Ebsworth, Wednesbury.
Palframan, Robt, Hambleton, York, Farmer. Pet May 23. Leeds, June 12 at 11. Bond & Barwick, Leeds.
Palmer, Wm, Newcastle-under-Lyme, Stafford, Butcher. Adj May 15. Newcastle-under-Lyme, June 10 at 10. Litchfield, Newcastle-under-Lyme.
Payne, Peter Clark, Coalville, Leicester, Draper. Pet May 5. Birm, June 13 at 11. James & Griffin, Birm.
Pile, Alex, Taunton, Somerset, News Agent. Pet May 24. Exeter, June 7 at 11. Rossiter, Taunton.
Sadler, Geo, Cardiff, Glamorgan, Photographic Artist. Pet May 24. Bristol, June 7 at 11. Press & Inskip, Bristol.
Smith, Valentine, Leigh, Worcester, Marine Store Dealer. Pet May 22. Worcester, June 12 at 11. Devereux, Worcester.
Stedman, Geo, Hawkhurst, Kent, Plumber. Pet May 16. Tenterden, June 20 at 11. Farrar, Cranbrook.
Strutt, Alfred, Cottingham, York, Flock Manufacturer. Pet May 23. Leeds, June 14 at 12. Shackles & Birks, Hull.
Sutton, John, Ossett, York, Cloth Dresser. Pet May 20. Dewsbury, June 9 at 3. Stringer, Ossett.
Swales, Hy, Doncaster, York, Grocer. Pet May 13. Leeds, June 9 at 12. Bond & Barwick, Leeds.
Symonds, Nathaniel Wm, Ipswich, Suffolk, Boot Maker. Pet May 24. Ipswich, June 8 at 11. Pollard, Ipswich.
Tidley, Wm, Uttoxeter, Stafford, Miller. Pet May 22. Uttoxeter, June 7 at 10. Bagshaw, jun, Uttoxeter.
Webb, John Cross, Manch, Japanner. Pet May 18. Manch, June 14 at 11. Boote & Rylance, Manch.
Wallwork, Saml, Bolton, Lancaster, Clerk to a Waste Dealer. Pet May 22. Bolton, June 8 at 11. Glover & Ramwell, Bolton.
Weston, Alfred, Sutton Coldfield, Warwick, Innkeeper. Pet May 23. Birm, June 12 at 12. Homer, Birm.
Welham, Joseph, jun, Prisoner for Debt, Essex. Adj May 20. June 8 at 11.
Wilkins, Geo, Deal, Kent, Tailor. Pet May 23. Deal, June 6 at 11. Drew, Deal.
Woodhall, Randall, & Jas Woodhall, Ellandcum-Greetland, York, Woollen Manufacturers. Pet May 17. Leeds, June 12 at 11. Cariss & Tempest, Leeds.
Wright, John Bell, Deansgate, Manch, Baker. Pet May 23. Manch, June 13 at 11. Needham, Manch.

TUESDAY, May 30, 1865.

To Surrender in London.

Atkinson, John, Prisoner for Debt, London. Pet May 24 (for pau). June 9 at 2. Templeman, Milton-st, Dorset-sq.
Adams, John, Prisoner for Debt, Cambridge. Adj May 22. June 14 at 2.
Austwick, Joseph, Prisoner for Debt, London. Pet May 23 (for pau). June 9 at 1. Bramwell, Basinghall-st.
Batten, Valentine, Inkpen, nr Hungerford, Berks, Beerseller. Pet May 25. June 13 at 11. Lewis & Co, Gray's-inn.
Benning, Albert-rd, Upper Holloway, out of business. Pet May 27. June 12 at 12. Pritchard & Sons, Doctor's-commons.
Boysen, Fredk, Sunderland, Durham, Ship Chandler. Pet May 19. Newcastle-upon-Tyne, June 13 at 12. Eglington, Sunderland.
Caldwell, Jas, Pendleton, nr Manch, Salesman. Pet May 27. Manch, June 12 at 11. Farrington, Manch.
Dennis, John Chas, Maryland-ter, Leytonstone-rd, Stratford, Comm Agent. Pet May 25. June 12 at 11. Cooke, New Broad-st.
Eyre, Abraham, Hulme, Manch, Corn Dealer. Pet May 27. Manch, June 19 at 12. Boote & Rylance, Manch.
Gale, Geo Lansley, Prisoner for Debt, Winchester. Adj May 19. June 14 at 1.
Gardner, Thos, Drummond-st, Euston-sq, General Dealer. Pet May 26 (for pau). June 13 at 11. Hill, Basinghall-st.
Gibson, Wm Goodall, Prisoner for Debt, London. Adj May 20. June 14 at 1.
Wake, Wm John, Prisoner for Debt, London. Adj May 20. June 14 at 12.
Gough, John Smith, Birm, out of business. Pet May 26. Birm, June 19 at 10. Allen, Birm.
Grauer, Hugo, Prisoner for Debt, London. Pet May 23 (for pau). June 9 at 1. Bramwell, Basinghall-st.
Green, John, Aldgate High-st, Carcase Butcher. Pet May 26. June 14 at 1. Crook, Fenchurch-st.
Higham, Thos, Shaftesbury, Dorset, Innkeeper. Pet May 25. June 12 at 1. Chitty, Shaftesbury.
Leethem, Thos, Norfolk-st, Strand, Master in Royal Navy. Pet May 25. June 13 at 11. Farrar, Gt Carter-lane.
Makepeace, John Brown, Wreckenton, Durham, Shipowner. Pet May 27. June 13 at 1. Hoyle & Shipley, Newcastle-upon-Tyne.
Mitchell, Isaac, jun, Edward-st, Bermondsey, Corn Meter. Pet May 29. June 21 at 11. Silvester, Newington.
Neale, Wm, Hulme, Manch, Butcher. Pet May 20. June 13 at 9.30. Law, Manch.
Newbery, Hy, Dalston, Middx, Fruit Merchant. Pet May 23. June 9 at 1. Sydney, Aldgate.
Nickols, John, Oswald Halley Colven, & John Kettlewell, Seething-lane, Merchants. Pet May 24. June 14 at 1. Ellis & Co, Cornhill.
Osborn, Wm, Plumstead, Kent, Photographer. Pet May 26. June 12 at 11. Poole, Bartholomew-close.
Peck, John, Plymouth, Gent. Pet May 25. June 16 at 11. Fox Manch.
Reader, Chas Thos, Hugh-st, West Pimlico, Warehouseman. Pet May 24. June 9 at 2. Marshall, Lincoln's-inn-fields.
Roberts, Jas, Landport, Hants, Builder. Pet May 27. June 13 at 11. Sole & Co, Aldermanbury.
Robinson, Jas, Birm, out of business. Pet May 25. June 19 at 10. East, Birm.
Scott, Robt, & Wm Thos Scott, Southampton, Tailors. Pet May 27. June 14 at 2. Stocken, Leadenhall-st, and Lomer, Southampton.
Spence, Hy, Lpool, Wool Broker. Pet May 18. June 5 at 12. Worship, Lpool.
Spicer, Jas Freeman Gage, Wooburn, Buckingham, Rag Dealer. Pet May 25. June 14 at 12. Cox, St Swithin's-lane, and Clarke, High Wycombe, Bucks.
Taylor, Chas Jacob, Brading, Isle of Wight, Innkeeper. Pet May 19. June 12 at 11. Aldridge.
Whitrod, Robt, St Peters, Norfolk, Boot Maker. Pet May 25. June 14 at 11. Plimsaul, Gray's-inn, and Walpole, Northwold, Norfolk.

To Surrender in the Country.

Albison, Geo, Prisoner for Debt, Manch. Adj May 16. Manch, June 13 at 9.30. Swan, Manch.
Allen, Thos, Leicester, Licensed Victualler. Pet May 25. Leicester, June 10 at 10. Petty, Leicester.
Nixon, Thos, & John Batkin, Newcastle-upon-Tyne, Paper Hangers. Pet May 18. Newcastle-upon-Tyne, June 13 at 12. Hoyle, Newcastle-upon-Tyne.
Braginton, Geo, Gt Torrington, Devon, Baker. Pet May 27. Exeter, June 14 at 12. Bencraft, Barnstaple, and Clark, Exeter.
Burrows, Hy, Prisoner for Debt, Lancaster. Adj May 17. Wigan, June 29 at 9. Heald, Wigan.
Carruthers, Jas, Nottingham, Draper. Pet May 25. Nottingham, June 14 at 11. Smith, Nottingham.
Cliff, Nathaniel, Gainsborough, Lincoln, Miller. Pet May 24. Gainsborough, June 14 at 11. Bladon, Gainsborough.
Cumberland, Wm, Loughborough, Leicester, Tobacconist. Pet May 26. Loughborough, June 13 at 11. Deane, Loughborough.
Davidson, Andrew, Leeds, York, Woollen Merchant. Pet May 26. Leeds, June 12 at 11. Simpson, Leeds.
Davis, John, Leeds, Auctioneer. Pet May 27. Leeds, June 14 at 12. Pullan, Leeds.

Frayne, Jas, Edgbaston, Warwick, out of business. Pet May 25. Birm, June 16 at 12. Fitter, Birm.
Hall, Benj, Brighton, Baker. Pet May 24. Brighton, June 12 at 11. Mills, Brighton.
Hamlin, Geo Hy, Mead Vale, nr Red Hill, Surrey, Butcher. Pet May 22. Reigate, June 13 at 3. Silvester, Gt Dover-st, Southwark.
Holmes, John Pullen, Haxey, Lincoln, Farmer. Adj May 11. Gainsborough, June 13 at 10.
Holmes, Wm, Prisoner for Debt, Nottingham. Pet May 24. Nottingham, June 14 at 11. Smith, Nottingham.
Hunt, Fredk Augustus, Lpool, Poulterer. Pet May 28. Lpool, June 15 at 3. Hugo, Lpool.
Kilshaw, John, Bootle, nr Lpool, Timber Merchant. Pet May 20. Lpool, June 14 at 11. Lowndes, & Co, Lpool.
Lee, Joseph, Newark-upon-Trent, Miller. Pet May 25. Newark-upon-Trent, June 6 at 10. Ashley, Newark-upon-Trent.
MacDonald, Alex, Everton, Liverpool, Teacher. Pet May 26. June 14 at 3. Hugo, Lpool.
Major, Wm, Bodwell Ash, Suffolk, Blacksmith. Pet May 27. Bury St Edmunds, June 14 at 11. Walpole, Bury St Edmunds.
Millichip, Wm, Dudley, Worcester, Miner. Pet May 22. Dudley, June 9 at 11. Maltby, Dudley.
Munro, Geo Augustus, Prisoner for Debt, Cardiff. Pet May 24. Bristol June 14 at 11. Beer, Cardiff, and Henderson, Bristol.
Oakden, Thos, Stretford, Lancaster, Encaustic Tile Dealer. Pet May 26. Manch, June 12 at 11. Chapman & Roberts, Manch.
Oakes, Hy Colvin, Brierley-hill, Stafford, Boot and Shoe Dealer. Pet May 5. Birm, June 12 at 12. Price, Bristol, and Reece & Harris, Birm.
Raby, John, Wakefield, York, Builder. Adj May 20. Wakefield, June 10 at 11. Janson & Banks, Wakefield.
Raven, John, Staveley, Westmoreland, Beerhouse Keeper. Pet May 25. Ableside, June 14 at 12. Thomson, Kendal.
Reddihough, Joseph, & Abraham Binns, Bingley, York, Worsted Spinners. Pet May 25. Leeds, June 12 at 11. Watson, Bradford, and Bond & Barwick, Leeds.
Richardson, Robt, Manch, Fishmonger. Pet May 25. Salford, June 17 at 9.30. Crowther, Manch.
Stephenson, Saml Blackburn, Prisoner for Debt, York. Adj May 20. Dewsbury, June 9 at 3. Harle, Leeds.
Thomas, Thos, Dudley, Worcester, Licensed Victualler. Pet May 23 Birm, June 16 at 12. James & Griffin, Birm.
Waters, Thos, Cowley, nr Dronfield, Derby, Butcher. Adj April 16 (for pan). Chesterfield, June 12 at 11. Binney & Son, Sheffield.
Wayte, Arthur, & Stephen Ridge, Longton, Stafford, Comm Agents. Pet May 27. Birm, June 16 at 12. Smith, Birm.
White, Wm, Balcombe, Somerset, Miller. Pet May 24. Frome, June 10 at 11. McCarthy, Frome.
Whiteley, Joshua, Prisoner for Debt, Leeds. Adj May 20. Leeds, June 12 at 11.
Winter, John, Beaminster, Dorset, Boot Maker. Pet May 27. Exeter, June 9 at 11. Hirtzel, Exeter.
Wormald, Chas, Bradford, York, Wool Comb Manufacturer. Pet May 24. Bradford, June 9 at 10. Hill, Bradford.

BANKRUPTCY ANNULLED.

FRIDAY, May 26, 1865.

Duncan, Richd, Lime-st, Wine Merchant. May 26.

THE NATIONAL BANK

Is authorised to receive Subscriptions for the Shares of the Peruvian Railways Company on the terms of the following Prospectus.

PERUVIAN RAILWAYS COMPANY, LIMITED.

WITH PERUVIAN GOVERNMENT GUARANTEE OF INTEREST AT THE RATE OF £7 PER CENT. PER ANNUM, AS HEREINAFTER SET FORTH, ON A

TOTAL CAPITAL OF £3,340,000.

PRESENT ISSUE—£1,670,000, IN 66,800 SHARES OF £25 EACH.

Deposit, £1 per Share on Application, and £2 per Share on Allotment.

Future Calls of £2 10s. per Share will be made at intervals of not less than Three Months between each Call.

Seven per Cent. per Annum will be paid during the construction, and is guaranteed by the International Contract Company, Limited.

Directors.

WILLIAM LATHAM BAILEY, Esq. (Bailey Brothers & Co., Liverpool).
WM. CARTER, Esq. (Joseph Robinson & Co., Laurence Pountney-hill).
JOHN ENNIS, Esq., M.P., Director of the Bank of Ireland.
P. S. FLETCHER, Esq. (Alexander Fletcher & Co., 10, King's Arms-yard).
S. G. GETTY, Esq., M.P. for Belfast, Onslow-square.
W. R. LINDSAY, Esq. (Messrs. H. H. Vivian & Co., Birmingham).
S. L. KOE, Esq., Bowling Iron Works, Bradford.
ALBERT RICARDO, Esq., Angel-court, Throgmorton-street, Director of the National Bank.
ROBERT SIMPSON, Esq. (Frederick Levick & Co.), Charlotte-row, and Cwm Celyn Iron Works.

Bankers.

LONDON—THE NATIONAL BANK.
LIVERPOOL—THE NATIONAL BANK OF LIVERPOOL.
MANCHESTER—THE MANCHESTER AND LIVERPOOL DISTRICT BANK.
IRELAND—THE BANK OF IRELAND AND ITS BRANCHES
THE BRANCHES OF THE NATIONAL BANK.

Contractors.

THE INTERNATIONAL CONTRACT COMPANY, LIMITED.

Engineers.

GEORGE PARKER BIDDER, Esq., C.E.
JOHN MORTIMER HEPPEL, Esq., C.E.

Solicitors.

MESSRS. BIRCHAM, DALRYMPLE, DRAKE, & CO., Parliament-street.
MESSRS. BAXTER, ROSE, NORTON, & CO., Victoria-street.

Brokers.

LONDON—MESSRS. P. CAZENOVE & CO., Threadneedle-street.
" MESSRS. SEYMOUR & CO., Throgmorton-street.
LIVERPOOL—MESSRS. THOMAS TINLEY & SONS.
MANCHESTER—MESSRS. WARNER & PAGE, Stamp Office-buildings.
DUBLIN—EDWARD FOX, Esq., Dame-street.

Secretary.

B. A. SMITH, Esq.

OFFICES—85, CANNON STREET WEST, E.C.

ABRIDGED PROSPECTUS.

This Company is formed for the construction and working of two lines of Railway in Peru—one to connect the Seaport of Pisco with the town of Yca; the other to connect the City of Arequipa with the Port of Mejia.

The Peruvian Government guarantees for the period of twenty-five years—or until the Railways have produced over and above the cost and provision for repair, renovation, and maintenance for the space of two consecutive years, Dividends at the rate of 7 per cent. per annum—an income of £233,800 per annum, charged upon the public revenues of the State, and further secured by hypothecation of the Guano shipped to European States. The Concessions for the Railways contain the usual provisions for reimbursing to the Government (out of any surplus profit exceeding a 10 per cent. per annum dividend to the Shareholders) such sums, if any, as may have been paid by them to cover their guarantee.

The Concessions are for a period of ninety-nine years from the opening of the Railways. A sufficient sum will be set apart to form a sinking fund for the redemption of the whole capital, at a premium of £100 per cent., to be operative yearly after the first twenty years of the working of the Railways.

A contract for the construction of the lines has been entered into with the International Contract Company, Limited, according to the estimates of G. P. BIDDER, Esq., C.E., and J. M. HEPPEL, Esq., C.E.

In accordance with the terms of each concession the Company will be converted into a Societe Anonyme with Shares to Bearer, or, if necessary, into two Societes Anonymes.

The Capital of the Societe Anonyme, or Societes Anonymes, will be £3,340,000.—to be issued in Shares and Bonds.

Applications for shares must be made, addressed to the Directors, but no application will be considered, unless accompanied by the receipt of one of the Bankers of the Company for £1 per share on the number of shares applied for.

Detailed Prospectuses and Forms of Application for Shares may be had at the National Bank, London; the National Bank of Liverpool; the Bank of Ireland, and its several Branches, Ireland; the Branches of the National Bank, Ireland; at the Offices of the Brokers of the Company; and at the Offices of the International Contract Company, 85, Cannon-street West, London, E.C.

THE

CREDIT FONCIER AND MOBILIER OF ENGLAND

(LIMITED).

AUTHORISED CAPITAL, £4,000,000.

CAPITAL SUBSCRIBED, £2,000,000. CAPITAL PAID UP, £500,000.

RESERVE FUND, £200,000. DIVIDEND RESERVE FUND, £70,000.

DIRECTORS.

The Right Hon. JAMES STUART WORTLEY, GOVERNOR.
JAMES LEVICK, Esq., Merchant, King's Arms-yard, } DEPUTY GOVERNORS.
JAMES NUGENT DANIELL, Esq., London, }
JAMES CHILDS, Esq., London.
ALEXANDER DUNBAR, Esq., Old Broad-street, London.
CHARLES ELLIS, Esq., Lloyd's.
ADOLPH HAKIM, Esq. (Messrs. Pinto, Hakim, Brothers, & Co.), London.
The Hon. T. C. HALIBURTON, M.P., Chairman of the Canada Agency Association, London.
WILLIAM HARRISON, Esq. (Messrs. Young, Harrison, & Bevan), Director of the Thames and Mersey Insurance Company.
RICHARD STUART LANE, Esq. (Messrs. Lane, Hankey, & Co.), London.
CHARLES E. NEWBON, Esq London.
HENRY POWNALL. Esq., J.P., Russell-square, London.
JOSEPH MACKRILL SMITH, Esq. (Messrs. Mackrill Smith & Co.), Old Broad-street, London.
EDWARD WARNER, Esq., M.P., London.
JOHN WESTMORLAND, Esq. (Director of the Royal Insurance Company), London.
ALBERT GRANT, Esq., MANAGING DIRECTOR.

Bankers.

The AGRA & MASTERMAN'S BANK (Limited); Messrs. SMITH, PAYNE, & SMITHS; the NATIONAL BANK, London, Dublin, and its Branches in Ireland; the ALLIANCE BANK (Limited), London, Liverpool, and Manchester.

Solicitors.

Messrs. NEWBON, EVANS, & Co., Nicholas-lane, E.C.

BUSINESS TRANSACTED.

This Company negociates Loans for Colonial and Foreign Governments;
Co-operates in the Financial arrangements of British and other Railways;
Makes advances to Corporations, Town Councils, and other Public Bodies;
Negociates Loans for Public Works;
Assists in the introduction of Industrial and Commercial Undertakings;
Makes Advances upon approved Stocks, Shares, Bonds, &c.;
Makes temporary Loans upon eligible Freehold and Leasehold Securities.

London, 17 and 18, Cornhill, May 4, 1865. ALFRED LOWE, *Secretary.*

DEBENTURES ISSUED BY
THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

ISSUE OF £500,000 DEBENTURES WITH INTEREST PAYABLE QUARTERLY.

The Directors have decided to issue Debenture Bonds of the Company for the amounts and bearing interest as under, viz.: In sums of £10, £20, £50, £100, £250, £500, and £1,000, with Coupons attached.

INTEREST.

For three years	6 per cent per annum.
For five years	6½ " "
For seven years	7 " "

Interest payable quarterly—viz., on the 30th March, 30th June, 30th September, and 30th December, in each year, at the Company's Bankers. The first payment of interest will be made on the 30th June next.

The distinctive feature in the Debentures issued by this Company is their perfect security; the amount of the capital subscribed, paid-up, and uncalled, and the general invested assets of the Company, as well as the large reserve fund, affording the most ample security to the investor.

These Debentures are issued payable to bearer, and can therefore pass by simple delivery from hand to hand, without endorsement, and are free from any further stamp duty. They are also issued—to meet the requirements of trustees and others—transferable by deed only, to be duly registered in the Company's books in the names of the investors or their assigns.

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, May 4, 1865. By order of the Court, ALFRED LOWE, *Secretary.*

DEPOSITS RECEIVED BY
THE CREDIT FONCIER AND MOBILIER OF ENGLAND (LIMITED).

RATES FOR MONEY ON DEPOSIT.

This Company receives Money on Deposit, in sums of £10 and upwards, at the undermentioned rates, from this day until further notice, viz.:—

At 14 days' notice	3¼ per cent. per annum.
At one month's notice	4 " "
For fixed periods of not less than 3 months and up to 6 months	4½ " "
Beyond 6 months and up to 9 months	4¾ " "
Beyond 9 months and up to 12 months	5¼ " "
Beyond 12 months and up to 24 months	6 " "

Forms of application can be obtained of the Secretary, to whom all communications must be addressed.

London, 17 and 18, Cornhill, June 1, 1865. By order of the Court, ALFRED LOWE, *Secretary.*